

SERFF Tracking Number: CNAC-125616690 State: Arkansas
Filing Company: Continental Casualty Company State Tracking Number: \$50
Company Tracking Number: 08-F2212
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Individual Solutions Program
Project Name/Number: Individual Solutions Program /08-F2212

Filing at a Glance

Company: Continental Casualty Company
Product Name: Individual Solutions Program SERFF Tr Num: CNAC-125616690 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: \$50
Made/Occurrence
Sub-TOI: 17.0006 Directors & Officers Liability Co Tr Num: 08-F2212 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Robert Alonzo Disposition Date: 05/23/2008
Date Submitted: 04/29/2008 Disposition Status: Approved
Effective Date Requested (New): 06/01/2008 Effective Date (New):
Effective Date Requested (Renewal): 06/01/2008 Effective Date (Renewal):
State Filing Description:
We recieved two checks for the filing fee and they are: Ck#230786 \$30 and Ck#230077\$20.

General Information

Project Name: Individual Solutions Program Status of Filing in Domicile:
Project Number: 08-F2212 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 05/23/2008 Deemer Date:
State Status Changed: 05/23/2008
Corresponding Filing Tracking Number:
Filing Description:
On behalf of Continental Casualty Company, we hereby submit for your review and approval our Individual Solutions Program. This program provides Side- A DIC and excess coverage for individual insured persons, subject to the terms and conditions stated therein.

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Product Name: Individual Solutions Program
Project Name/Number: Individual Solutions Program /08-F2212

Company and Contact

Filing Contact Information

Robert Alonzo, State Filing Analyst robert.alonzo@cna.com
40 Wall Street (212) 440-3478 [Phone]
New York, NY 10005 (212) 440-2877[FAX]

Filing Company Information

Continental Casualty Company CoCode: 20443 State of Domicile: Illinois
40 Wall Street Group Code: 218 Company Type:
9th Floor
New York, NY 10005 Group Name: State ID Number:
(212) 440-3478 ext. [Phone] FEIN Number: 36-2114545

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Casualty Company	\$0.00	04/29/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000230786	\$50.00	04/22/2008
0000230077		

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TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0006 Directors & Officers Liability
Product Name:	Individual Solutions Program		
Project Name/Number:	Individual Solutions Program /08-F2212		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/23/2008	05/23/2008

<i>SERFF Tracking Number:</i>	<i>CNAC-125616690</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Continental Casualty Company</i>	<i>State Tracking Number:</i>	<i>\$50</i>
<i>Company Tracking Number:</i>	<i>08-F2212</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors & Officers Liability</i>
<i>Product Name:</i>	<i>Individual Solutions Program</i>		
<i>Project Name/Number:</i>	<i>Individual Solutions Program /08-F2212</i>		

Disposition

Disposition Date: 05/23/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Individual Solutions Policy	Approved	Yes
Form	Individual Solutions Policy Declarations Page	Approved	Yes
Form	Known Wrongful Acts Exclusion	Approved	Yes
Form	Premium Fully Earned; Policy Non-Cancellable By Insured	Approved	Yes
Form	Initial Public Offering Exclusion Endorsement	Approved	Yes
Form	Amend Definition of Subsidiary—Management Control	Approved	Yes
Form	Amend Section VIII. Reporting and Notice of Claim	Approved	Yes
Form	Professional Services Exclusion Endorsement	Approved	Yes
Form	Prior Acts Exclusion For Specified Entity Endorsement	Approved	Yes
Form	Trade and Economic Sanctions	Approved	Yes
Form	Amend of Definition of Company to Include Specified Others Endorsement	Approved	Yes
Form	Amend Notice of Claim Endorsement	Approved	Yes
Form	Amend Illegal Profits/Deliberate Acts Exclusion	Approved	Yes
Form	Amend Cancellation Endorsement	Approved	Yes
Form	Amend Notice of Claims Endorsement (General Counsel or Risk Manager)	Approved	Yes
Form	Amend Other Insurance and Indemnification Endorsement (Primary to any Personal Umbrella Policy)	Approved	Yes
Form	Amend Percentage for Automatic Coverage Endorsement	Approved	Yes
Form	Amend Specified Definitions, Exclusions & Extended Reporting Period Endorsement	Approved	Yes

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Form	Prior Notice Exclusion	Approved	Yes
Form	Blanket Outside Entity Endorsement (Specified Insureds)	Approved	Yes
Form	Delete Claims by Entity Exclusion Endorsement	Approved	Yes
Form	Amend Definition of Claim Endorsement (Interview or deposition)	Approved	Yes
Form	Amend Insuring Agreement Paragraph A.4. Endorsement	Approved	Yes
Form	Amend Allocation Provision Endorsement	Approved	Yes
Form	Service of Suit	Approved	Yes
Form	Specified Entity Exclusion	Approved	Yes
Form	Amend Definition of Subsidiary Endorsement	Approved	Yes
Form	Amendment of Declarations Endorsement	Approved	Yes
Form	Specified Entities Exclusion	Approved	Yes
Form	Amendment of Definition of Entity to Include Specified Others	Approved	Yes
Form	Amendment of Definition of Insured Persons to Exclude Specified Others	Approved	Yes
Form	Amendment of Section I, Paragraph 2. of Insuring Agreement	Approved	Yes
Form	Amendment of Definition of Insured Persons to Include Specified Others	Approved	Yes
Form	Blanket For Profit Outside Entity Endorsement	Approved	Yes
Form	Full Prior Acts Exclusion Endorsement	Approved	Yes
Form	Independent Directors Endorsement	Approved	Yes
Form	Pollution Exclusion Endorsement	Approved	Yes
Form	Professional Services Exclusion Endorsement	Approved	Yes
Form	Run Off Period Endorsement	Approved	Yes
Form	Scheduled For Profit Entities	Approved	Yes
Form	Specified Claim Endorsement	Approved	Yes
Form	Specified Event Exclusion	Approved	Yes

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Form	Market Timing, Late Trading and Excessive Fees Exclusion	Approved	Yes
Form	Specific Litigation Exclusion	Approved	Yes
Form	Supplementary Payments Endorsement	Approved	Yes
	Investigative Costs For Shareholder Derivative Demands		
Form	Amends Extended Reporting Period	Approved	Yes
	Various Options Endorsement		
Form	Amend Cancellation (Insurer's Rating Downgrade)	Approved	Yes
Form	Amend Alternative Dispute Resolution for Canadian Insureds	Approved	Yes
Form	Add Prior and Pending Date Exclusion	Approved	Yes
Form	Extension of Policy Period	Approved	Yes
Form	Individual Solutions Policy - New Business Application	Approved	Yes
Form	Individual Solutions Policy - Renewal Application	Approved	Yes
Form	Cancellation Nonrenewal End - AR	Approved	Yes
Form	Amendatory End - AR	Approved	Yes
Form	Disclosure Statement - AR	Approved	Yes

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Product Name: Individual Solutions Program

Project Name/Number: Individual Solutions Program /08-F2212

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Individual Solutions Policy	GSL-2401	(3-08)	Policy/CoveNew rage Form		0.00	GSL2401_032008_INDIVIDUAL SOLUTIONS POLICY.pdf
Approved	Individual Solutions Policy Declarations Page	GSL-2402	(3-08)	Declaration News/Schedule		0.00	GSL2402_032008_INDIVIDUAL SOLUTIONS DECLARATION.pdf
Approved	Known Wrongful Acts Exclusion	GSL-1200	(10-06)	Endorsement/New nt/Amendment/Conditions		0.00	GSL1200XX_102006_Known Wrongful Acts End.pdf
Approved	Premium Fully Earned; Policy Non-Cancellable By Insured	GSL-1661	(11-05)	Endorsement/New nt/Amendment/Conditions		0.00	GSL1661XX_112005_Premium Fully Earned - Non-Cancellation By Insured.pdf
Approved	Initial Public Offering Exclusion Endorsement	GSL-1706	(2-06)	Endorsement/New nt/Amendment/Conditions		0.00	GSL1706XX_022006_INITIAL PUBLIC OFFERING EXCLUSION END.pdf
Approved	Amend Definition	GSL-1707	(2-06)	Endorsement/New		0.00	GSL1707XX

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Product Name:		Individual Solutions Program					
Project Name/Number:		Individual Solutions Program /08-F2212					
of		nt/Amendm		_022006_A			
Subsidiary—Man		ent/Condi		MEND			
agement Control		ons		DEFINITION			
				OF			
				SUBSIDIAR			
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				MANAGEME			
				NT			
				CONTROL.p			
				df			
Approved	Amend Section VIII. Reporting and Notice of Claim	GSL-1807 (1-07)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL1807XX _012007_A mend Sections VIII Reporting and Notice of Claim.pdf		
Approved	Professional Services Exclusion Endorsement	GSL-1895 (7-06)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL1895XX C_072006_P rofessional Services Exclusion End.pdf		
Approved	Prior Acts Exclusion For Specified Entity Endorsement	GSL-1897 (7-06)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL1897XX _072006_Pri or Acts Exclusion for Specified Entity End.pdf		
Approved	Trade and Economic Sanctions	GSL-2028 (8-04)	Endorseme New nt/Amendm ent/Condi ti ons	0.00	GSL2028_0 82004_Trad e and Economic Sanctions End.pdf		
Approved	Amend of Definition of	GSL-3456 (8-07)	Endorseme New nt/Amendm	0.00	GSL3456XX _082007_A		

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Product Name: Individual Solutions Program
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	Company to Include Specified Others Endorsement		ent/Condi tions		mend Definition of Company to Include Specified Others End.pdf
Approved	Amend Notice of Claim Endorsement	GSL-3480 (9-07)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL3480XX _092007_A mend Notice of Claim End.pdf
Approved	Amend Illegal Profits/Deliberate Acts Exclusion	GSL-3508 (9-07)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL3508XX _092007_A MEND ILLEGAL PROFITS DELIBERAT E ACTS EXCLUSION END.pdf
Approved	Amend Cancellation Endorsement	GSL-3585 (11-07)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL3585XX _112007_A MEND CANCELLA TION END.pdf
Approved	Amend Notice of Claims Endorsement (General Counsel or Risk Manager)	GSL-3587 (11-07)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL3587XX _112007_A MEND NOTICE OF CLAIM ENDORSEM ENT.pdf
Approved	Amend Other Insurance and Indemnification Endorsement	GSL-3588 (11-07)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL3588XX _112007_A MEND OTHER

SERFF Tracking Number:		CNAC-125616690		State:		Arkansas	
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TOI:		17.0 Other Liability - Claims Made/Occurrence			Sub-TOI: 17.0006 Directors & Officers Liability		
Product Name:		Individual Solutions Program					
Project Name/Number:		Individual Solutions Program /08-F2212					
(Primary to any Personal Umbrella Policy)						INSURANCE AND INDEMNIFICATION END.pdf	
Approved	Amend Percentage for Automatic Coverage Endorsement	GSL-3608 (11-07)	Endorsement/New Amendment/Conditions	0.00	GSL3608XX_112007_Amend Percentage For Automatic Coverage End.pdf		
Approved	Amend Specified Definitions, Exclusions & Extended Reporting Period Endorsement	GSL-3768 (1-08)	Endorsement/New Amendment/Conditions	0.00	GSL3768XX_012008_A MEND SPECIFIED DEFINITIONS EXCLUSIONS EXTENDED REPORTING PERIOD END.pdf		
Approved	Prior Notice Exclusion	GSL-3854 (2-08)	Endorsement/New Amendment/Conditions	0.00	GSL3854XX_022008_PRIOR NOTICE EXCLUSION END.pdf		
Approved	Blanket Outside Entity Endorsement (Specified Insureds)	GSL-3855 (2-08)	Endorsement/New Amendment/Conditions	0.00	GSL3855XX_022008_BLANKET OUTSIDE ENTITY ENDORSEMENT SPECIFIED		

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Product Name: Individual Solutions Program
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				INSURED.S. pdf
Approved	Delete Claims by Entity Exclusion Endorsement	GSL-3859 (2-08)	Endorseme New nt/Amendm ent/Condi tions	0.00 GSL3859XX _022008_DE LETE CLAIMS BY ENTITY EXCLUSION END.pdf
Approved	Amend Definition of Claim Endorsement (Interview or deposition)	GSL-3863 (2-08)	Endorseme New nt/Amendm ent/Condi tions	0.00 GSL3863XX _022008_A MEND DEFINITION OF CLAIM ENDORSEM ENT INTERVIEW OR DEPOSITIO N.pdf
Approved	Amend Insuring Agreement Paragraph A.4. Endorsement	GSL-4441 (6-05)	Endorseme New nt/Amendm ent/Condi tions	0.00 GSL4441XX _062005_A MEND INSURING AGREEMEN T PARAGRAPH A 4 END.pdf
Approved	Amend Allocation Provision Endorsement	GSL-4831 (5-06)	Endorseme New nt/Amendm ent/Condi tions	0.00 GSL4831XX _052006_A MEND ALLOCATIO N PROVISION END.pdf
Approved	Service of Suit	GSL-5368 (1-05)	Endorseme New nt/Amendm	0.00 GSL5368XX _012005_SE

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			ent/Condi ons		RVICE OF SUIT END.pdf
Approved	Specified Entity Exclusion	GSL-5393 (2-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	GSL5393XX _022005_SP ECIFIC ENTITY EXCLUSION .pdf
Approved	Amend Definition of Subsidiary Endorsement	GSL-5488 (3-05)	Endorseme New nt/Amendm ent/Condi ons	0.00	GSL5488XX _032005_A MEND DEFINITION OF SUBSIDIAR Y END.pdf
Approved	Amendment of Declarations Endorsement	PRO-6519(5-04)	Endorseme New nt/Amendm ent/Condi ons	0.00	PRO6519_0 52004_Ame ndment of Declarations End.pdf
Approved	Specified Entities Exclusion	PRO-6520(5-04)	Endorseme New nt/Amendm ent/Condi ons	0.00	PRO6520_0 52004_Speci fied Entities Exclusion.pd f
Approved	Amendment of Definition of Entity to Include Specified Others	PRO-6521 (5-04)	Endorseme New nt/Amendm ent/Condi ons	0.00	PRO6521_0 52004_AME NDMENT OF DEFINITION OF ENTITY TO INCLUDE SPECIFIED OTHERS.pdf
Approved	Amendment of Definition of	PRO-6522(5-04)	Disclosure/ New Notice	0.00	PRO6522_0 52004_Ame

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	Insured Persons to Exclude Specified Others				ndment of Definition of Insured Persons to Exclude Specified Others.pdf
Approved	Amendment of Section I, Paragraph 2. of Insuring Agreement	PRO-6523(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6523_0 52004_AME NDMENT TO SECTION I PART A PARAGRAP H 2 INSURING AGREEMEN T.pdf
Approved	Amendment of Definition of Insured Persons to Include Specified Others	PRO-6524(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6524_0 52004_Ame ndment of Definition of Insureds Persons to Include Specified Others.pdf
Approved	Blanket For Profit Outside Entity Endorsement	PRO-6525(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6525_0 52004_BLA NKET FOR PROFIT OUTSIDE ENTITY END.pdf
Approved	Full Prior Acts Exclusion Endorsement	PRO-6526(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6526_0 52004_FULL PRIOR ACTS

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					EXCLUSION END.pdf
Approved	Independent Directors Endorsement	PRO-6527(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6527_0 52004_INDE PENDENT DIRECTOR S END.pdf
Approved	Pollution Exclusion Endorsement	PRO-6530(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6530_0 52004_Pollut ion Exclusion End.pdf
Approved	Professional Services Exclusion Endorsement	PRO-6531 (5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6531_0 52004_Profe ssional Services Exclusion End.pdf
Approved	Run Off Period Endorsement	PRO-6532(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6532_0 52004_Run Off Period End .pdf
Approved	Scheduled For Profit Entities	PRO-6533(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6533_0 52004_Sche dule for Profit Entities.pdf
Approved	Specified Claim Endorsement	PRO-6534(5-04)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO6534_0 52004_Speci fied Claim End .pdf
Approved	Specified Event Exclusion	GSL-8013 (2-06)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL8013XX _022006_SP ECIFIC EVENT EXCLUSION .pdf
Approved	Market Timing,	GSL-8044 (3-06)	Endorseme New	0.00	GSL8044XX

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	Late Trading and Excessive Fees Exclusion		nt/Amendm ent/Condi ons	_032006_M ARKET TIMING LATE TRADING AND EXCESSIVE FEES EXCLUSION .pdf
Approved	Specific Litigation Exclusion	GSL-8341 (10-06)	Endorseme New nt/Amendm ent/Condi ons	0.00 GSL8341XX _102006_SP ECIFIC LITIGATION EXCLUSION .pdf
Approved	Supplementary Payments Endorsement Investigative Costs For Shareholder Derivative Demands	GSL-8708 (6-07)	Endorseme New nt/Amendm ent/Condi ons	0.00 GSL8708XX _062007_SU PPLEMENT ARY PAYMENTS ENDORSEM ENT INVESTIGA TIVE COSTS FOR SHAREHOL DER DERIVATIV E DEMANDS.p df
Approved	Amends Extended Reporting Period Various Options Endorsement	GSL-8709 (6-07)	Endorseme New nt/Amendm ent/Condi ons	0.00 GSL8709XX _062007_A MEND EXTENDED REPORTIN G PERIOD

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					VARIOUS OPTIONS.p df
Approved	Amend Cancellation (Insurer's Rating Downgrade)	GSL-8712 (6-07)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL8712XX _062007_A mend Cancellation - Insurer Rating Downgrade .pdf
Approved	Amend Alternative Dispute Resolution for Canadian Insureds	GSL-8789 (10-07)	Disclosure/ New Notice	0.00	GSL8789XX _102007_A MEND ALTERNATI VE DISPUTE RESOLUTIO N FOR CANADIAN INSUREDS. .pdf
Approved	Add Prior and Pending Date Exclusion	GSL-8895 (1-08)	Endorseme New nt/Amendm ent/Condi tions	0.00	GSL8895XX _012008_AD D PRIOR AND PENDING DATE EXCLUSION .pdf
Approved	Extension of Policy Period	PRO- 9256G (8-99)	Endorseme New nt/Amendm ent/Condi tions	0.00	PRO9256G_ 081999_Ext ension of Policy Period.pdf
Approved	Individual Solutions Policy - New Business	G147289 (11-07)	Application/ New Binder/Enro llment		G147289A_ 112007_Ne w Business

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Application				Application.pdf
Approved	Individual Solutions Policy - Renewal Application	GSL1000 (11-07)	Application/ New Binder/Enrollment	GSL1000_112007_Renewal Application.pdf
Approved	Cancellation Nonrenewal End - AR	GSL7541 (11-04) AR	Election/Re New jection/Sup plemental Applications	GSL7541AR_112004_CANCELLATION NON-RENEWAL ENDORSEMENT-AR.pdf
Approved	Amendatory End - AR	GSL10714(3-08) AR	Endorseme New nt/Amendm ent/Condi tions	GSL10714AR_032008_AMENDATORY ENDORSEMENT AR.pdf
Approved	Disclosure Statement - AR	GSL10715(3-08) AR	Disclosure/ New Notice	GSL10715AR_032008_DISCLOSURE STATEMENT AR.pdf



INDIVIDUAL SOLUTIONS

The Insurer, the **Entity** and the **Insured Persons** agree as follows, in consideration of the payment of the premium and in reliance upon the **Application**:

I. INSURING AGREEMENT

- A. The Insurer shall pay on behalf of the **Insured Person** all **Non-Indemnified Loss** resulting from any **Claim** first made against the **Insured Person** during the **Policy Period**, or the **Extended Reporting Period**, if applicable, against any of the **Insured Persons** for a **Wrongful Act**. **Claims** must be reported to the Insurer in accordance with Section VIII.

This Policy shall be specifically excess of the limits of insurance stated in the **Underlying Insurance** listed in the Declaration, if any. If **Underlying Insurance** is listed in the Declarations, then liability under this Policy shall attach only if and to the extent:

1. the applicable limits of insurance in all **Underlying Insurance** have been exhausted by reason of losses paid thereunder by the underlying insurer or the **Insured**; or
2. any insurer of the **Underlying Insurance**:
 - a. refuses to indemnify the **Insured Persons** as required under the terms of the **Underlying Insurance**; or
 - b. is financially unable to indemnify the **Insureds**; or
 - c. rescinds the **Underlying Insurance**;
3. according to the terms and conditions of the **Underlying Insurance**, any insurer of the **Underlying Insurance** is not liable for such **Non Indemnified Loss**; or
4. a liquidation or reorganization proceeding is commenced by or against the **Entity** pursuant to the U.S. Bankruptcy Code, as amended ("Code") and as a result of such proceeding the proceeds of any **Underlying Insurance** cannot legally be paid by the insurer thereof solely because such proceeds are subject to the automatic stay under the Code; provided that:
 - a. as a condition precedent to the Insurer being liable pursuant to this subparagraph 4, the **Insured Persons** or the **Entity** shall request, or arrange for the insurer of the **Underlying Insurance** to request, relief from the automatic stay with respect to such proceeds, and
 - b. any payment made by the Insurer pursuant to this paragraph 4. is not intended to be a payment in satisfaction of the obligations under the **Underlying Insurance**, but, rather, an advance of funds subject to repayment as provided in i. and ii. below, and that, subject to reinstatement pursuant to (i) and (ii) below, all such payments shall reduce and/or exhaust the limits of liability of this Policy to the same extent as any payment of **Non-Indemnified Loss** by the Insurer to the **Insureds** hereunder. In the event of any such payment:
 - i. the **Insureds** hereby assign to the Insurer all their rights under the **Underlying Insurance** to obtain payment of the amounts of such payments, which assignment shall be the **Insureds'** sole obligation as respects their repayment of such payments; and
 - ii. notwithstanding any subrogation provisions or other provisions of the Policy, any recoveries by the Insurer pursuant to (i) above shall be the sole property of the Insurer, but an amount equal to the amount of such recoveries, shall reinstate, in

such amount, as of the date each recovery is received by the Insurer, the limits of liability of this Policy that were eroded or exhausted by such payments.

B. In the event that:

1. part or all of a **Non-Indemnified Loss** would be payable under the **Underlying Insurance**, but the limits of liability of the **Underlying Insurance** have been exhausted by reason of payments made thereunder; or
2. part of a **Non-Indemnified Loss** is paid by the **Underlying Insurance**,

then the Insurer shall be liable only for that part of such **Non-Indemnified Loss** otherwise covered under this Policy, such liability not to exceed the limit of liability as set forth in the Declarations.

C. In the event of **Non-Indemnified Loss**:

1. that is covered by the **Underlying Insurance**, or
2. that would be covered by the **Underlying Insurance** except that such insurance has been exhausted or reduced by reason of payments thereunder, and the excess of which **Non-Indemnified Loss** would be payable under this Policy except for terms and conditions of this Policy that are not consistent with the **Underlying Insurance**, then, this Policy follows and is subject to the terms and conditions of the **Primary Policy** with respect to such **Non-Indemnified Loss** except as specifically set forth herein with respect to the premium, Limit of Liability, Defense and Settlement, any notice and reporting provisions and any endorsement to this Policy.

- D. This Policy may not be rescinded by the Insurer for any reason. Further, the acts, omissions, knowledge, representations, or warranties of an **Insured Person** shall not be imputed to any other **Insured Person** with respect to any coverage under this Policy.

II. DEFINITIONS

For purposes of this Policy:

Application means all signed, applications, any attachments to such applications, other materials submitted therewith or incorporated therein, and any other documents submitted in connection with the underwriting of this Policy by the Insurer, or any other policy underwritten by the Insurer or its affiliates of which this Policy is a direct renewal or replacement.

Claim means:

1. a written demand against an **Insured Person** for monetary damages or non-monetary relief which shall be deemed made on the earlier of the **Insured Person's** or Insurer's receipt of notice of such demand;
2. a civil, criminal, judicial, administrative or regulatory proceeding or arbitration against an Insured Person or any appeals therefrom which shall be deemed made on the date of service upon or other receipt by an Insured of a complaint or notice of charge against the Insured in such proceeding or arbitration, or with respect to a criminal proceeding, on the date of the return of an indictment, information or similar document against the Insured;
3. an investigation of an **Insured Person** by any governmental or regulatory authority which shall be deemed made on the earliest of the date of service upon or other receipt by the **Insured Person** of a subpoena or of a written notice from the governmental or regulatory authority identifying such **Insured Person** as an individual against whom a proceeding may be commenced.

Claim shall also mean an **Extradition**, which shall be deemed made upon receipt of an official request for or order of **Extradition** of an **Insured Person**, or upon the execution of a warrant for the arrest of an **Insured Person** where such execution is an element of **Extradition**.

Company means the organization named in Item 1 of the Declarations, including such organization as a debtor in possession under United States bankruptcy law or an equivalent status under the law of any other country.

Defense Costs means all reasonable and necessary fees, **Prosecution Costs** and expenses incurred by the **Insured Persons** in the investigation, settlement, defense or appeal of any **Claim**, and costs of appeal, costs taxed against the **Insured Persons**, attachment or similar bonds. The Insurer has no obligation to apply for or provide such bonds. **Defense Costs** shall not include salaries, wages, fees, overhead or benefit expenses associated with the directors, officers and employees of the **Entity**.

Domestic Partner means a spouse or any person qualifying as a domestic partner under any federal, state or local laws or under the **Entity's** employee benefit plans.

Entity means the **Company** and its **Subsidiaries**.

Executive Officer means the president, chief executive officer, **Manager**, chief financial officer, executive vice president, comptroller or in-house general counsel of the **Entity**.

Extradition means a process by which one country surrenders an **Insured Person** to another country for prosecution, incarceration or to answer any criminal accusation.

Financial Insolvency means, with respect to the **Entity**:

1. the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such organization, or such organization becoming a debtor in possession; and
2. the inability, financially or under applicable law, of such organization to advance **Defense Costs** or indemnify the **Insured Persons** for **Non-Indemnified Loss**.

Foreign Jurisdiction means any jurisdiction, other than the United States or any of its territories or possessions.

For-Profit Outside Entity means any organization, other than the **Company**, any **Subsidiary** if such organization is specifically listed as such in a schedule attached to this Policy.

Independent Director means one of more past, present or future directors or **Managers** of the **Entity** who are not and have never been an officer or employee of any **Entity**.

Independent Director Claim means a **Claim** made against an **Independent Director**.

Insured Persons means any natural person who was, now is or shall be:

1. the **Entity's** duly elected or appointed director, officer, trustee, comptroller or governor (if a corporation), management committee member (if a joint venture) or **Manager** (if a limited liability company);
2. official in an **Entity** organized and operated in a **Foreign Jurisdiction** who is holding a position that is equivalent to an executive position listed in 1.; or
3. In-House General Counsel or Risk Manager (or equivalent position) of the **Company**.

Insured Person also includes all other persons not described in 1., 2. or 3 above who were, now are, or shall be full or part-time employees of the **Entity**, provided coverage for such other persons shall

apply only while the **Claim** against such other person is also made against a person described in 1., 2. or 3 above.

Interrelated Wrongful Acts means any **Wrongful Acts** which are logically or causally connected by reason of common facts, circumstances, situations, transactions or events.

Loss means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest on a covered judgment, other than interest on appeals as specified in Section VII, paragraph 5, Appeals) and **Defense Costs** for which **Insured Persons** are legally obligated to pay on account of a covered **Claim**. However, **Loss** shall not include:

1. criminal or civil fines or penalties other than civil penalties assessed against an **Insured Person** pursuant to the Foreign Corrupt Practices Act, Section 15 USC 78dd-2(g)(2)(B);
2. taxes;
3. any amount that is uninsurable under the law pursuant to which this Policy shall be construed.

Notwithstanding the foregoing paragraph, **Loss** shall include, punitive, exemplary and multiple damages. Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiple damages. In addition, the Insurer shall not assert that any **Loss** incurred by an **Insured Person** is uninsurable due to the **Insured Person's** actual or alleged violation of Section 11 or 12 of the Securities Act of 1933, as amended.

Manager means any natural person manager, member of the Board of Managers or equivalent executive of an **Entity** that is a limited liability company.

Non-indemnified Loss means **Loss** that the **Entity**, and with respect to **Insured Persons** in an **Outside Position**, the **Outside Entity**, fails or refuses to indemnify or advance to or on behalf of any **Insured Person** for any reason, including **Financial Insolvency**.

Not-For-Profit Outside Entity means any organization chartered and operated as a not-for-profit organization.

Outside Entity means any **For-Profit Outside Entity** and any **Not-For-Profit Outside Entity**.

Outside Position means the position of director, officer, trustee, regent, governor or partner held by any duly elected or appointed officer of the **Company** or any **Subsidiary** in any **Outside Entity** provided and so long as such service is at the specific written request or direction of the **Company** or any **Subsidiary**.

Policy Period means the period from the effective date of this Policy to the Policy expiration date stated in Item 2 of the Declarations, or its earlier cancellation date. If the Extended Reporting Period is purchased, then such period shall be part of and not in addition to the **Policy Period**.

Policy Premium means the original premium and the fully annualized amount of any additional premiums, other than the Extended Reporting Period premium, charged by the Insurer before or during the **Policy Period**.

Primary Policy means the **Underlying Insurance** that provides the primary layer of insurance as set forth on the Declarations.

Prosecution Costs means reasonable fees, costs and expenses incurred by an **Insured Person** with the **Insurer's** prior written consent (such consent not to be unreasonably withheld) to challenge, resist or defend against any request for or order of **Extradition**, or any appeal of any order of **Extradition**.

Subsidiary means:

1. any entity in which and so long as more than 50% of the voting stock or voting rights, representing the present right to vote for directors or **Managers**, is owned by the **Company** or any **Subsidiary**, either directly or indirectly:
 - A. on or before the effective date of this Policy; or
 - B. after the effective date of this Policy by reason of being created or acquired by the **Company** or any **Subsidiary** after such date, if and to the extent coverage is afforded pursuant to Section XIII; and
2. any foundation, charitable trust or political action committee controlled by one or more entities described in 1 above or by the **Company**.

Takeover means:

1. the acquisition by another entity or person, or group of entities or persons acting in concert, of (i) the ownership or control of voting stock of the **Company** resulting in the ownership or control of more than 50% of the voting stock of the **Company** or (ii) assets of the **Company** resulting in the ownership of more than 50% of the total consolidated assets of the **Company** as of the date of the **Company's** most recent audited consolidated financial statement prior to such acquisition;
2. the merger of the **Company** into another entity such that the **Company** is not the surviving entity;
3. the consolidation of the **Company** with another entity; or
4. the change of 50% or more of the directors of the **Company** as a result of a contested proxy solicitation.

Underlying Insurance means the insurance policies listed in Item 7 of the Declarations.

Wrongful Act means:

1. any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty committed or attempted by the **Insured Person** in their capacity as such, or in an **Outside Position**, or
2. any matter claimed against the **Insured Person** by reason of their serving in such capacity, or in an **Outside Position**.

III. EXTENDED REPORTING PERIOD

As used herein, "**Extended Reporting Period**" means the period of time as set forth in Item 5a of the Declarations after the end of the **Policy Period** for **Claims** made against **Insured Persons** during the **Extended Reporting Period** by reason of a **Wrongful Act** that happened prior to the earlier of the end of the **Policy Period** or the effective date of any **Takeover**, if the **Claim** is otherwise covered by this Policy. It is understood and agreed that the **Extended Reporting Period**, if purchased, shall not be construed to be a new policy. Any **Claim** made during such period shall otherwise be governed by this Policy.

1. If the Insurer or the **Entity** non-renew this Policy, the **Entity**, on behalf of the **Insured Persons**, or an **Insured Person**, on behalf of all **Insured Persons**, shall have the right to purchase, upon payment of an additional premium determined as set forth in Item 5b of the Declarations, an **Extended Reporting Period**.
2. As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for this Policy must have been paid. The right to purchase the **Extended Reporting Period** shall end unless the Insurer receives written notice and full payment of the premium for such period within 30 days after the end of the **Policy Period**.
3. If the **Extended Reporting Period** is purchased, the entire premium shall be deemed earned at its commencement without any obligation by the Insurer to return any portion thereof.

4. The Limit of Liability for all **Claims** made during the **Extended Reporting Period** is as set forth in Section **VI, LIMIT OF LIABILITY**.

IV. LEGAL REPRESENTATIVES AND DOMESTIC PARTNERS

The estates, heirs, legal representatives, assigns, and **Domestic Partners** of **Insured Persons** shall be considered an **Insured Person** under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, assigns, and **Domestic Partners** only for a **Claim** arising solely out of their status as such and, in the case of **Domestic Partners**, where such **Claim** seeks damages from marital community property, jointly held property or property transferred from the **Insured Person** to the **Domestic Partner**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, assign, or **Domestic Partner**. All terms and conditions of this Policy applicable to **Non-Indemnified Loss** incurred by the **Insured Person** shall also apply to **Non-Indemnified Loss** incurred by such estates, heirs, legal representatives, assigns, and **Domestic Partners**.

V. EXCLUSIONS

The Insurer shall not be liable to pay that part of **Non-Indemnified Loss** under this Policy in connection with any **Claim** against an **Insured Person**:

1. Bodily Injury and Property Damage

for any actual or alleged bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property including loss of its use, except that this exclusion does not apply to:

- a. any **Claim** for emotional distress or mental anguish;
- b. any **Claim** by securities holders of the **Entity** in their capacity as such, including without limitation any shareholder derivative or securities class action lawsuit;
- c. any **Claim** for the actual or alleged discharge, dispersal, release or escape of any solid, liquid, gaseous, or thermal irritant, contaminant or other pollutant, provided any coverage under this Policy with respect to any such **Claim** shall be specifically excess of the amount of coverage available under any general liability, environmental impairment or similar insurance policy with respect to such **Claim**; or
- d. any **Claim** to the extent it is asserted against an **Insured Person** who is a duly elected or appointed director of the **Entity** and only to the extent it is asserted against such **Insured Person** in his or her capacity as a director of the **Entity**;

2. Prior **Wrongful Acts** of **Subsidiaries**

for:

- a. any **Wrongful Act** by **Insured Persons** of any **Subsidiary** occurring before the date such entity became a **Subsidiary**, or
- b. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in paragraph a above, would constitute **Interrelated Wrongful Acts**;

3. **Claims by the Entity**

brought by or on behalf of the **Entity** (if brought in the United States, its territories or possessions, Puerto Rico or Canada) by or with the solicitation, assistance, participation or intervention of two or more **Insured Persons** each of whom are **Executive Officers** at the time such **Claim** is made except and to the extent that:

- a. such **Claim** is brought by a bankruptcy or insolvency trustee, examiner, creditors committee, liquidator, rehabilitator or receiver, or assignee thereof, of the **Entity** or
- b. such **Claim** is first made after the **Takeover** of the **Company**.

However, this exclusion shall not apply to:

1. that portion of **Non-Indemnified Loss** that is **Defense Costs**;
2. any **Claim** if independent legal counsel selected by such **Entity** with the prior consent of the Insurer (such consent shall not be unreasonably withheld) provides a written legal opinion that the failure of the **Entity** to make such **Claim** will likely result in liability to one or more **Insured Persons** for failure to assert such **Claim**:

In addition, if such **Executive Officer** engages in "Whistleblower Activity" or acts solely pursuant to or in compliance with a subpoena, such activity shall not be considered to be "with the solicitation, assistance, participation or intervention" of any such **Insured Person** for the purposes of this exclusion. As used herein, "whistleblower activity" means the kind of activity described in Title 18, Section 1514A, paragraph (a) (1) and (2) under the Whistleblower Protection for Employees of Publicly Traded Companies provision of the Sarbanes-Oxley Act of 2002, regardless of whether or not such activity is done by an employee protected under such statute or any similar State or Federal Statute;

4. **Illegal Profits/Deliberate Acts**

based upon or arising out of:

- a. the gaining of any profit, remuneration or advantage to which an **Insured Person** was not legally entitled; or
- b. the committing of any deliberate fraudulent or deliberate criminal act by an **Insured Person** if a final adjudication in the underlying action establishes such **Insured Person** was not legally entitled to such profit or advantage or establishes that such act was committed by such **Insured Person**.

This Exclusion shall not apply to **Independent Director Claims**. Nor shall it apply to **Defense Costs** incurred by an **Insured Person** if the **Independent Directors** of the **Entity** unanimously determine that such covered **Defense Costs** should be paid by the Insurer and not borne by such **Insured Person**.

For purposes of determining the applicability of Exclusion 5, the facts pertaining to and knowledge possessed by the **Entity** or any **Insured Person** shall not be imputed to any other **Insured Person**.

VI. **LIMIT OF LIABILITY**

1. The amount set forth as the Limit of Liability in Item 6 of the Declarations shall be the maximum aggregate liability of the Insurer for all **Non-Indemnified Loss** under this Policy, regardless of the number of **Claims** made against or **Non-Indemnified Losses** incurred by the **Insured Persons**.
2. The Insurer's obligations under this Policy shall be deemed completely fulfilled and extinguished, if the Limit of Liability is exhausted by payment of **Non-Indemnified Loss**.

3. The Insurer shall pay **Non-Indemnified Loss** as it becomes due and payable by the **Insured Persons** without consideration of other future or potential payment obligations.
4. **Defense Costs** are part of **Non-Indemnified Loss** and subject to the Limit of Liability, and are not payable in addition to such Limit of Liability.
5. The Limit of Liability for all **Claims** made during the **Extended Reporting Period** shall be part of and not in addition to the Limit of Liability for the **Policy Period** as set forth in the Declarations.
6. More than one **Claim** involving the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered as one **Claim** which shall be deemed to have been first made on the date on the earlier of:
 - a. the date on which the earliest such **Claim** was first made, or
 - b. the first date valid notice was given by the **Insureds** to the Insurer under this Policy of any **Wrongful Act** or under any prior policy of any **Wrongful Act** or any fact, circumstance, situation, event or transaction which underlies any such **Claim**.

VII. DEFENSE AND SETTLEMENT

1. Defense of **Claims**

The **Insured Persons** and not the Insurer have the duty to defend and contest **Claims**. The Insurer has the right, but not the duty, to associate itself in the defense, prosecution, and negotiation of any settlement of any **Claim** where the **Claim** is or may be covered in whole or in part by this Policy.

2. Insurer's Consent

The **Insured Persons** shall not incur **Defense Costs**, admit or assume liability, consent to any judgment, agree to any settlement or make any settlement offer in any **Claim** covered or which appears reasonably likely to be covered under this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any **Non-Indemnified Loss** incurred by an **Insured Person** to the extent the **Non-Indemnified Loss** results from such **Insured Person** incurring **Defense Costs**, admitting or assuming liability, consenting to any judgment, agreeing to any settlement or making any settlement offer with respect to such **Claim** without the Insurer's prior written consent. The **Insured Persons** agree that they shall not knowingly take any action that increases the Insurer's exposure for **Non-Indemnified Loss** under this Policy without the prior written consent of the Insurer.

3. Advancement of **Defense Costs**

Except in those instances where the Insurer has denied liability for a **Claim** under the terms or conditions of this Policy, if the **Entity** and, if applicable, the **Outside Entity** refuses or is financially unable to advance **Defense Costs** in connection with any **Claim**, and if the insurers of the **Underlying Insurance** refuse to advance such **Defense Costs**, or such **Defense Costs** are not payable under any **Underlying Insurance**, then the Insurer on behalf of the **Insured Persons** shall advance such **Defense Costs**.

4. Assistance and Cooperation

The **Insured Persons** and the Insurer shall at all times cooperate in the investigation, settlement and defense of any **Claim** that is or may be covered in whole or in part by this Policy. The **Insured Persons** shall furnish the Insurer with copies of reports, investigations, pleadings,

related papers, and any other information, assistance and cooperation as the Insurer may reasonably request.

The failure of the **Entity** to assist and cooperate with the Insurer or the failure of an **Insured Person** to comply with any obligations under this Section **VII, DEFENSE AND SETTLEMENT** shall not impair the rights of any other **Insured Persons** under this Policy.

5. Appeals

In the event the **Insured Persons** or the insurers of the **Underlying Insurance** elect not to appeal a judgment, the Insurer may elect to make such appeal at its own expense, and shall be liable for any increased award, taxable costs and disbursements and any additional interest incidental to such appeal, to the extent such payments are not covered by other valid and collectible insurance.

VIII. REPORTING AND NOTICE REQUIREMENTS

1. Notice of Demands, Proceedings, Arbitrations and Investigations

The **Entity** or **Insured Persons** shall, as a condition precedent to the obligations of the Insurer under this Policy, give a written notice to the Insurer of a **Claim** made against an **Insured Person** as soon as practicable after an **Insured Person** first becomes aware of the **Claim**, but in no event later than 60 days after the end of the **Policy Period**, provided always that such **Claim** is reported to the Insurer as soon as practicable.

2. Notice of Circumstances:

If during the **Policy Period** the **Insured Persons** first become aware of any facts or circumstances which may reasonably be expected to give rise to a **Claim** and during such period give written notice to the Insurer of:

- a. the names of the potential claimants and the **Wrongful Act** allegations anticipated as the basis of the potential **Claim**,
- b. the identity of the specific **Insured Persons** allegedly responsible for such specific **Wrongful Act**,
- c. the consequences which have resulted or may result from such specific **Wrongful Act**,
- d. the nature of the potential monetary damages or non-monetary relief which may be sought in consequence of such specific **Wrongful Act**, and
- e. the circumstances by which the **Insured Persons** first became aware of such specific **Wrongful Act**.

then any **Claim** otherwise covered pursuant to this Policy which is subsequently reported by the **Entity** or any **Insured Persons** to the Insurer and which arises out of such **Wrongful Act** shall be deemed to have been first made against the **Insured Persons** at the time such written notice was received by the Insurer. No coverage is provided for fees and expenses incurred prior to the time such notice results in a **Claim**.

3. Change in **Underlying Insurance**

The **Entity** or **Insured Persons** shall give written notice to the Insurer within thirty (30) days after the **Entity** or **Insured Persons** receive or have notice of any:

- a. material change in the terms or conditions of the **Underlying Insurance**; or
- b. nonrenewal or cancellation of the **Underlying Insurance**, during the **Policy Period** or any applicable extended reporting period.

4. Where to send Notice

The **Entity** and **Insured Persons** shall give written notice by mail (including electronic mail) or facsimile to the Insurer at the address shown in Item 4 of the Declarations, which shall be effective upon receipt.

IX. CANCELLATION

The Insurer may not cancel this Policy except for non-payment of premium when due. The premium for this Policy is fully earned at policy inception.

X. NOTICES TO THE COMPANY

Any notices by the Insurer to the **Company** under this Policy shall be provided to the **Company** at the last known address and to its insurance agent or broker. The mailing by certified mail of such notice shall be sufficient.

XI. OTHER INSURANCE AND INDEMNIFICATION

If any **Non-Indemnified Loss** resulting from any **Claim** is insured under any other policies, this Policy shall apply only to the extent the **Non-Indemnified Loss** exceeds the amount paid under such other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this Policy.

Any coverage under this Policy for **Claims** against any **Insured Person** in an **Outside Position** shall be specifically excess of any indemnification from or insurance provided by the **Outside Entity**. Payment by the Insurer or any affiliate of the Insurer under another policy as a result of a **Claim** against an **Insured Person** in an **Outside Position** shall reduce, by the amount of such payment, the Insurer's Limit of Liability under this Policy with respect to such **Claim**.

XII. NEW SUBSIDIARIES

1. If after the effective date of this Policy, (i) an **Entity** creates or acquires an organization other than a partnership, or (ii) an **Entity** merges with another organization other than a partnership such that the **Entity** is the surviving entity, then **Insured Persons** of such created or acquired organization and its subsidiaries shall be covered under this Policy, subject to its terms and conditions, if the total assets (as reflected in the most recent audited consolidated financial statements of such entity and the **Entity**) are fifteen percent (15%) or less of the combined total assets of all **Insured Entities**, as of the inception date of this Policy. If the total assets (as reflected in the most recent audited consolidated financial statements of such entity and the **Entity**) exceed fifteen percent (15%) of the combined total assets of all **Insured Entities**, as of the inception date of this Policy, then the **Company** must give notice of such acquisition or creation to the Insurer as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such other information as the Insurer may require and shall pay any reasonable additional premium required by the Insurer. If the **Company** fails to give such notice within the time specified above, or fails to pay the additional premium required by the Insurer, coverage for such **Insured Persons** of such acquired or created organization shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. Coverage for any such **Insured Persons** shall be subject to

such additional or different terms, conditions and limitations of coverage as the Insurer in its sole discretion may require.

2. There shall be no coverage under this Policy for any **Wrongful Act** by any persons considered to be covered **Insured Persons** pursuant to subsection 1 immediately above, where such **Wrongful Act** occurred in whole or in part before the effective date of such creation, acquisition or merger or for any **Wrongful Act** occurring on or after such date which, together with any **Wrongful Act** occurring before such date, would be considered **Interrelated Wrongful Acts**.

XIII. CHANGE OF STATUS OF ENTITY

1. Takeover of the Company

In the event of a **Takeover** of the **Company**, coverage under this Policy shall continue until this Policy is otherwise terminated but only with respect to **Claims** for **Wrongful Acts** occurring before the effective date of the **Takeover**, unless (i) the Insurer is notified in writing of the **Takeover** prior to the **Takeover** date and agrees in writing to provide coverage for **Wrongful Acts** occurring on or after such effective date, and (ii) the **Company** accepts any special terms, conditions, exclusions or additional premium charge required by the Insurer.

2. Cessation or Takeover of Subsidiary

If any organization ceases to be a **Subsidiary**, there shall be no coverage under this Policy for any **Wrongful Act** by any **Insured Person** of such organization occurring after the date such organization ceased to be a **Subsidiary**.

In the event of a **Takeover** of a **Subsidiary**, coverage under this Policy with respect to such **Subsidiary** and its **Insured Persons** shall continue until this Policy is otherwise terminated, but only with respect to **Claims** for **Wrongful Acts** occurring before the effective date of the **Takeover**, unless (i) the Insurer is notified in writing of the **Takeover** prior to the **Takeover** effective date and agrees in writing to provide coverage for **Wrongful Acts** occurring on or after such effective date, and (ii) the **Company** and **Subsidiary** accept any special terms, conditions, exclusions or additional premium charge required by the Insurer.

XIV. SUBROGATION AND RECOVERY

To the extent it pays any **Non-Indemnified Loss**, the Insurer shall be subrogated to all the **Insured Persons'** rights of recovery therefor, including without limitation an **Insured Persons'** right to indemnification or advancement from the **Entity**, or any **Underlying Insurance**. The **Entity** and **Insured Persons** shall execute all papers necessary to secure such rights, including executing any documents necessary to enable the Insurer effectively to bring suit in their name, and shall take no action which impairs the Insurer's rights of subrogation or recovery. The Insurer shall not exercise its right to subrogate against any **Insured Person** unless and to the extent that Exclusion 5, Illegal Profits/Deliberate Acts is applicable to such **Insured Person**.

XV. CHANGES

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not effect a waiver or a change in any part of this Policy or stop the Insurer from asserting any right under the provisions of this Policy, nor shall the provisions be waived or changed except by written endorsement issued to form a part of this Policy.

XVI. COMPANY AUTHORIZATION

The **Entity** and **Insured Persons** agree that the **Company** will act on behalf of the **Entity** and all **Insured Persons** with respect to giving of all notices to the Insurer (except notice provided in Section VIII.1 or 2), the receipt of notices from the Insurer, the payment of the premiums, the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

XVII. NO ACTION AGAINST INSURER

1. No action shall be taken against the Insurer unless, as a condition precedent, there shall have been full compliance with all the provisions of this Policy
2. No person or organization shall have any right under this Policy to join the Insurer as a party to any **Claim** against the **Insured Person** to determine the **Insured Person's** liability, nor shall the Insurer be impleaded by the **Insured Person** or their legal representatives in any such **Claim**.

XVIII. ASSIGNMENT OF INTEREST

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed to this Policy.

XIX. TERRITORY

Coverage shall apply worldwide.

XX. ENTIRE AGREEMENT

The **Entity** and the **Insured Persons** agree that this Policy, the **Application** and any written endorsement hereto constitute the entire contract existing between them, the Insurer and any of its agents relating to this insurance.

XXI. HEADINGS

The section headings in this Policy (including the Declarations) are for expediency only and do not form a part of the terms and conditions of the Policy.

XXII. VALUATION

All premiums, limits, retentions, **Non-Indemnified Loss** and other amounts under this Policy are expressed and payable in United States of America currency. If any judgment, settlement or any part of **Non-Indemnified Loss** is expressed or calculated in any other currency, payment of such **Non-Indemnified Loss** due under this Policy will be made in the currency of the United States of America, at the rate of exchange published in The Wall Street Journal on the date the Insurer's obligation to pay such **Loss** is established, or, if not published on that date, on the date of next publication.

XXIII. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes or differences between the **Insured Person** and Insurer which may arise under or in connection with this Policy, whether arising before or after termination of this Policy, including any determination of the amount of **Non-Indemnified Loss**, shall be submitted to the alternative dispute resolution (“**ADR**”) process set forth in this Section.

Either the Insurer or an **Insured Person** may elect the type of **ADR** process discussed below; provided, however, that such **Insured Person** shall have the right to reject the Insurer’s choice of the type of **ADR** process at any time prior to its commencement, in which case such **Insured Person’s** choice of **ADR** process shall control.

The Insurer and each and every **Insured Person** agrees that there shall be two choices of **ADR** process:

1. non-binding mediation administered by the American Arbitration Association, in which the Insurer and any such **Insured Person** shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules; or
2. arbitration submitted to the American Arbitration Association in accordance with its then-prevailing Commercial Arbitration Rules, in which the arbitration panel shall consist of three disinterested individuals.


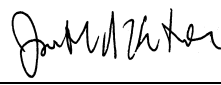
In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The mediator or arbitrators shall also give due consideration to the general principles of the law of the state where the **Entity** is incorporated in the construction or interpretation of the provisions of this Policy. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators’ award shall not include attorney’s fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding; provided, however, that no such judicial proceeding shall be commenced until the mediation shall have been terminated and at least 60 days shall have elapsed from the date of the termination of the mediation. In all events, each party shall share equally the expenses of the **ADR** process.

Either choice of **ADR** process may be commenced in New York or Illinois or in the state indicated in the Declarations as the mailing address for the **Entity**.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Chairman and Secretary, but the same shall not be binding upon the Insurer unless countersigned by a duly authorized representative of the Insurer.

Chairman

Secretary

 _____	 _____
--	---



INDIVIDUAL SOLUTIONS

NOTICE:

THIS IS A CLAIMS MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. CLAIMS MUST BE REPORTED TO THE COMPANY IN ACCORDANCE WITH SECTION VIII. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST AN INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY. THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNDER THIS POLICY. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Terms in bold face type have the special meaning. See the definitions sections of this Policy.

COMPANY AND ADDRESS		PRODUCER
Item 1. Company NY, NY Attn.:		
CUSTOMER NUMBER	INSURER	
POLICY NUMBER		

Item 2. Policy Period: _____ to
12:01 a.m. standard time at the address stated in Item 1.

Item 3. **Policy Premium:** \$

Item 4. Notices to Insurer:

CNA Global Specialty Lines

Address: CNA Pro Open Brokerage Claims
40 Wall Street, 8th Floor
New York, NY 10005
Attn: Intake Unit

Item 5. Extended Reporting Period:

- a. Period: _____
- b. Premium: _____% of **Policy Premium**

Item 6. Limit of Liability (Inclusive of **Defense Costs**):

\$_____ aggregate limit of liability



INDIVIDUAL SOLUTIONS

Item 7. **Underlying Insurance:**

Primary Policy

Insurer

Policy Number

Limit of Liability

All Other Underlying Insurance:

Insurer

Policy Number

Limit of Liability

Excess of:

Item 8. Endorsements forming a part of this Policy at issuance:

Authorized Representative : **Error! Not a valid link.**

Date:



KNOWN WRONGFUL ACTS EXCLUSION

In consideration of the premium paid for this Policy, it is understood and agreed that the following exclusion is added to section V. **EXCLUSIONS**:

- based upon, directly or indirectly arising out of, or in any way involving any **Wrongful Act** committed by any **Insured Person** or matter, fact, circumstance, situation, transaction, or event prior to «EndField1» if, on or before the effective date of this Policy, any **Insured Person** knew, or could have reasonably foreseen, that such **Wrongful Act**, matter, fact, circumstance, situation, transaction or event could lead to a **Claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**PREMIUM FULLY EARNED
POLICY NON-CANCELLABLE BY INSURED**

The undersigned authorized officer of the entity named in item 1. of the Declarations understands and agrees that, despite anything in this Policy to the contrary; a. the **Insured Persons** may not cancel this Policy; and b. the policy premium is fully earned at the inception of the **Policy Period**.

All other terms and conditions of the Policy remain unchanged.

Name of Officer: _____

Signature of Officer: _____

Date: _____

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



INITIAL PUBLIC OFFERING EXCLUSION ENDORSEMENT

In consideration of the premium paid for this Policy, it is understood and agreed that the following exclusion is added to Section **V. EXCLUSIONS**:

- based upon, directly or indirectly arising out of, or in any way involving:
 - (1) the initial public offer, sale, offer to sell, solicitation or distribution of securities issued by the **Entity**; or
 - (2) the actual or alleged violation of any federal, state, local or provincial statute relating to securities or any rules or regulations promulgated thereunder if such violation actually or allegedly occurred after such transaction described in (1), above;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND DEFINITION OF SUBSIDIARY - MANAGEMENT CONTROL

In consideration of the premium paid for this Policy, it is agreed that:

I. Section **II., DEFINITIONS**, is amended as follows:

1. The following new definition is added:

Management Control means:

- a. owing interest representing more than 50% of the voting, appointment or designation power for the selection of a majority of: the Board of Directors of a corporation; the management committee members of joint venture; or the members of the management board of a limited liability company; or
- b. having the right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of the **Company** or any **Subsidiary**, to elect, appoint or designate a majority of: the Board of Directors of a corporation, the management committee of a joint venture, or the management board of limited liability company.

2. The definition of **Subsidiary** is deleted in its entirety and replaced by the following:

Subsidiary means:

1. any entity (other than a partnership) in which the **Company** has **Management Control**, either directly or indirectly through one or more other **Subsidiaries**:
 - a. on or before the effective date of this Policy; or
 - b. after the effective date of this Policy by reason of being created or acquired by the **Company** or any **Subsidiary** after such date, if and to the extent coverage is afforded pursuant to Section XIII; and
2. any foundation, charitable trust or political action committee controlled by one or more entities described in 1 above or by the **Company**.

II. Section **XII. NEW SUBSIDIARIES**, Paragraph 1. is deleted in its entirety and replaced by the following:

1. If after the effective date of this Policy, (i) an **Entity** gains **Management Control** of an organization other than a partnership, or (ii) an **Entity** merges with another organization other than a partnership such that the **Entity** is the surviving entity, then **Insured Persons** of such created or acquired organization and its subsidiaries shall be covered under this Policy, subject to its terms and conditions, if the total assets (as reflected in the most recent audited consolidated financial statements of such entity and the **Insured Entity**) are fifteen percent (15%) or less of the combined total assets of all **Insured Entities**, as of the inception date of this Policy. If the total assets (as reflected in the most recent audited consolidated financial statements of such entity and the **Insured Entity**) exceed fifteen percent (15%) of the combined total assets of all **Insured Entities**, as of the inception date of this Policy, then the **Company** must give notice of such acquisition or creation to the Insurer as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such other information as the Insurer may require and shall pay any reasonable additional premium required by the Insurer. If the **Company** fails to give such notice within the time specified above, or fails to pay the additional premium required by the Insurer, coverage for such **Insured Persons** of such acquired or created organization shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. Coverage for any such **Insured Persons** shall be subject to such additional or different terms, conditions and limitations of coverage as the Insurer in its sole discretion may require.



All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND SECTION VIII. REPORTING AND NOTICE OF CLAIM

In consideration of the premium paid for this Policy, it is agreed that Clause 1. of Section **VIII. REPORTING AND NOTICE OF CLAIM** is deleted in its entirety and replaced by the following:

1. The **Entity** or **Insured Persons** shall, as a condition precedent to the obligations of the Insurer under this Policy, give a written notice to the Insurer of a **Claim** made against an **Insured Person** as soon as practicable after the **Entity's** «EndField1» first become aware of the **Claim**, but in no event later than «EndField2» days after the end of the **Policy Period**, provided always that such **Claim** is reported as soon as practicable.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is agreed that the Policy is amended as follows:

1. The following exclusion is added to Section **V. EXCLUSION**:

Based upon, directly or indirectly arising out of, or in any way involving any **Wrongful Act** in connection with the performance of **Professional Services** by or on behalf of **Insured Persons** for the benefit of any other entity or persons; however, this exclusion shall not apply to **Non-Indemnified Loss** resulting from any **Claim** which alleges the **Insured Persons** failed in the discharge of their duties as such to supervise those who performed such **Professional Services**.

2. The following new definition is added to Section **II. DEFINITIONS**:

Professional Services means any service performed for others for a fee.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



PRIOR ACTS EXCLUSION FOR SPECIFIED ENTITY

In consideration of the premium paid for this policy, it is understood and agreed that the following exclusion is added to Section **V. EXCLUSIONS**:

based upon, arising out of, or in any way involving:

- a. **Wrongful Act** of an **Insured Person** of «EndField1» that occurred prior to «EndField2»; or
- b. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in paragraph a., above, would constitute **Interrelated Wrongful Acts**.

However, payments made by the insurer of **Underlying Insurance** for **Wrongful Acts** by **Insured Persons** of the entity specified above will be recognized as depleting the limits of liability of the **Underlying Insurance**;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Trade and Economic Sanctions Endorsement

In consideration of the premium paid, a new condition is added to the policy as follows:

This policy does not provide coverage for **Insured Persons**, the **Entity**, transaction or that part of **Loss** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Amend Definition of Company to Include Specified Others Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section **II, DEFINITIONS**, the definition of **Company** is amended to include the following:

Company also means:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Amend Notice of Claim Endorsement

In consideration of the premium paid for this Policy, it is understood and agreed that Section **VIII. NOTICE AND REPORTING REQUIREMENTS**, paragraph 1. Notice of Demands, Proceedings, Arbitrations and Investigations is deleted in its entirety and replaced with the following:

1. Notice of Demands, Proceedings, Arbitrations and Investigations

The **Entity** or **Insured Persons** shall, as a condition precedent to the obligations of the Insurer under this Policy, give a written notice to the Insurer of a **Claim** made against an **Insured Person** (where such Claim is a written demand, proceeding, arbitration or investigation) as soon as practicable after the Risk Management Department first becomes aware of the **Claim**, but in no event later than 60 days after the end of the **Policy Period**, provided always that such **Claim** is reported to the Insurer as soon as practicable.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND ILLEGAL PROFITS/DELIBERATE ACTS EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is understood and agreed that Section V. **EXCLUSIONS**, paragraph **4. Illegal Profits/Deliberate Acts** is deleted in its entirety and replaced with the following:

4. Illegal Profits/Deliberate Acts:

based upon or arising out of:

- a. the gaining of any profit, remuneration or advantage to which an **Insured Person** was not legally entitled; or
- b. the committing of any deliberate fraudulent or deliberate criminal act by an **Insured Person** if a final judgment or other adjudication establishes such **Insured Person** was not legally entitled to such profit or advantage or establishes that such act was committed by such **Insured Person**.

This Exclusion shall not apply to **Independent Director Claims**. Nor shall it apply to **Defense Costs** incurred by an **Insured Person** if the **Independent Directors** of the **Entity** unanimously determine that such covered **Defense Costs** should be paid by the Insurer and not borne by such **Insured Person**.

For purposes of determining the applicability of Exclusion 5, the facts pertaining to and knowledge possessed by the **Entity** or any **Insured Person** shall not be imputed to any other **Insured Person**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND CANCELLATION ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that Section **IX. CANCELLATION** is deleted in its entirety and replaced with the following:

IX. CANCELLATION

1. Insurer's Right to Cancel

The Insurer shall not cancel this Policy except for non-payment of any premium when due. The Insurer shall provide to the **Company** written notice of such cancellation stating when, not less than 15 days thereafter, such cancellation shall be effective, except that non-payment of premium due at inception of this Policy will result in the policy being cancelled effective as of the inception date.

2. Company's Right to Cancel

The **Insured Persons** and all Entities (**Entity**) grant the exclusive authority to cancel this Policy to the **Company**. The **Company** may cancel this Policy by providing the Insurer written notice stating when thereafter such cancellation shall be effective. The mailing or delivery of such notice shall be sufficient. The unearned premium shall be computed in accordance with customary short rate provisions and premium adjustment may be made at the time cancellation is effected or as soon as practicable.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND NOTICE OF CLAIM ENDORSEMENT
(General Counsel or Risk Manager Notice)

In consideration of the premium paid for this Policy, it is agreed that Section **VIII. REPORTING AND NOTICE REQUIREMENTS**, Paragraph **1. Notice of Demands, Proceedings, Arbitrations and Investigations** is deleted in its entirety and replaced with the following:

1. Notice of Demands, Proceedings, Arbitrations and Investigations

The **Entity** or **Insured Persons** shall, as a condition precedent to the obligations of the Insurer under this Policy, give a written notice to the Insurer of a **Claim** made against an **Insured Person** as soon as practicable after the General Counsel or Risk Manager first becomes aware of the **Claim**, but in no event later than 60 days after the end of the **Policy Period**, provided always that such **Claim** is reported to the Insurer as soon as practicable.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND OTHER INSURANCE AND INDEMNIFICATION ENDORSEMENT
(Primary to any Personal Umbrella Policy)

In consideration of the premium paid for this Policy, it is agreed that the first Paragraph of Section **XI. OTHER INSURANCE AND INDEMNIFICATION**, is deleted in its entirety and replaced with the following:

If any **Non-Indemnified Loss** resulting from any **Claim** is insured under any other policies, this Policy shall apply only to the extent the **Non-Indemnified Loss** exceeds the amount paid under such other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over this Policy or is a personal umbrella or other personal insurance policy purchased and held by an **Insured Person**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Amend Percentage For Automatic Coverage Endorsement
(Variable)

In consideration of the premium paid, it is understood and agreed that Section **XII. NEW SUBSIDIARIES**, Paragraph 1. is deleted in its entirety and replaced with the following:

1. If after the effective date of this Policy, (i) an **Entity** creates or acquires an organization other than a partnership, or (ii) an **Entity** merges with another organization other than a partnership such that the **Entity** is the surviving entity, then **Insured Persons** of such created or acquired organization and its subsidiaries shall be covered under this Policy, subject to its terms and conditions, if the total assets (as reflected in the most recent audited consolidated financial statements of such entity and the **Insured Entity**) are _____ percent (_____%) or less of the combined total assets of all **Insured Entities**, as of the inception date of this Policy. If the total assets (as reflected in the most recent audited consolidated financial statements of such entity and the **Entity**) exceed _____ percent (_____%) of the combined total assets of all **Entities**, as of the inception date of this Policy, then the **Company** must give notice of such acquisition or creation to the Insurer as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such other information as the Insurer may require and shall pay any reasonable additional premium required by the Insurer. If the **Company** fails to give such notice within the time specified above, or fails to pay the additional premium required by the Insurer, coverage for such **Insured Persons** of such acquired or created organization shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. Coverage for any such **Insured Persons** shall be subject to such additional or different terms, conditions and limitations of coverage as the Insurer in its sole discretion may require.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**AMEND SPECIFIED DEFINITIONS, EXCLUSIONS
& EXTENDED REPORTING PERIOD ENDORSEMENT**

In consideration of the premium paid for this Policy, it is hereby understood and agreed as follows:

1. Section **II. DEFINITIONS**, the definitions of **Interrelated Wrongful Acts**, **Loss**, and **Outside Position** are deleted in their entirety and replaced as follows:

Interrelated Wrongful Acts means any **Wrongful Acts** which are causally connected by reason of common facts, circumstances, situations, transactions or events.

Loss means damages, settlements, judgments (including any award of pre-judgment and post-judgment interest on a covered judgment, other than interest on appeals as specified in Section VII, paragraph 5, Appeals) and **Defense Costs** for which **Insured Persons** are legally obligated to pay on account of a covered **Claim**. However, **Loss** shall not include:

1. criminal or civil fines or penalties other than civil penalties assessed against an **Insured Person** pursuant to the Foreign Corrupt Practices Act, Section 15 USC 78dd-2(g)(2)(B);
2. taxes;
3. any amount that is uninsurable under the law pursuant to which this Policy shall be construed.

Notwithstanding the foregoing paragraph, **Loss** shall include, punitive, exemplary and multiple damages if, based on the written opinion of counsel for an **Insured Person**, punitive damages are insurable under applicable law. The Insurer will not dispute the written opinion of the counsel for the **Insured Person**. Enforceability of this paragraph shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiple damages. In addition, the Insurer shall not assert that any **Loss** incurred by an **Insured Person** is uninsurable due to the **Insured Person's** actual or alleged violation of Section 11 or 12 of the Securities Act of 1933, as amended.

Outside Position means the position of director, officer, trustee, regent, governor or partner held by any duly elected or appointed officer of the **Company** or any **Subsidiary** in any **Outside Entity** provided and so long as such service is at the specific request or direction of the **Company** or any **Subsidiary**.

2. Section **III. EXTENDED REPORTING PERIOD**, paragraph 2. is deleted in its entirety and replaced with the following:

2. As a condition precedent to the right to purchase the **Extended Reporting Period**, the total premium for this Policy must have been paid. The right to purchase the **Extended Reporting Period** shall end unless the Insurer receives written notice and full payment of the premium for such period within _____ days after the end of the **Policy Period**.

3. Section **V. EXCLUSIONS**, exclusion **1. Bodily Injury and Property Damage**, subpart a., is deleted in its entirety and replaced with the following:

- a. any **Claim** for emotional distress, mental anguish, libel, slander or defamation;

4. Section **V. EXCLUSIONS**, exclusion **4. Illegal Profits/Deliberate Acts** is deleted in its entirety and replaced with the following:

4. Illegal Profits/Deliberate Acts

for:

- a. the gaining of any profit, remuneration or advantage to which an **Insured Person** was not legally entitled; or
- b. the committing of any deliberate fraudulent or deliberate criminal act by an **Insured Person**



if a final adjudication in the underlying action establishes such **Insured Person** was not legally entitled to such profit or advantage or establishes that such act was committed by such **Insured Person**.

This Exclusion shall not apply to **Independent Director Claims**. Nor shall it apply to **Defense Costs** incurred by an **Insured Person** if the **Independent Directors** of the **Entity** unanimously determine that such covered **Defense Costs** should be paid by the Insurer and not borne by such **Insured Person**.

For purposes of determining the applicability of Exclusion 5, the facts pertaining to and knowledge possessed by the **Entity** or any **Insured Person** shall not be imputed to any other **Insured Person**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



PRIOR NOTICE EXCLUSION ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that Section **V. EXCLUSION**, is amended to include the following new exclusion:

- **Prior Notice**

based upon, arising out of, or in any way involving:

- a. any **Wrongful Act** or any matter, fact, circumstance, situation, transaction, or event which has been the subject of any notice given under any policy of which this Policy is a renewal or replacement, and only to the extent such prior policy affords coverage for such **Non-Indemnified Loss**, in whole or in part, as a result of such notice; or
- b. any other **Wrongful Act** whenever occurring, which, together with a **Wrongful Act** described in paragraph a above, would constitute **Interrelated Wrongful Acts**;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**BLANKET OUTSIDE ENTITY ENDORSEMENT
(SPECIFIED INSUREDS)**

In consideration of the premium paid for this Policy, Section **II, DEFINITIONS**, the definition of **Outside Entity** is amended as follows:

Outside Entity also means any other **For-Profit Outside Entity** that is not scheduled by endorsement, provided that any **Insured Person** serving on such organization is also a current or former director, chief executive officer, president, chief operating officer, chief financial officer or executive vice president of the **Entity**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



DELETE CLAIMS BY ENTITY EXCLUSION ENDORSEMENT

In consideration of the premium paid, it is understood and agreed that Section **V. EXCLUSIONS**, exclusion 3. **Claims** by the **Entity** is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND DEFINITION OF CLAIM ENDORSEMENT
(INTERVIEW OR DEPOSITION)

In consideration of the premium paid for this Policy, it is agreed that Section **II. DEFINITIONS**, the definition of **Claim** is amended to include the following:

Claim also means any request or demand by a regulatory, administrative, governmental or similar authority to interview or depose an **Insured Person**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND INSURING AGREEMENT PARAGRAPH A.4. ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that Section **I. INSURING AGREEMENT**, Paragraph **A.** subparagraph **4.** is deleted in its entirety and replaced with the follows:

4. a liquidation or reorganization proceeding is commenced by or against the **Entity** pursuant to the U.S. Bankruptcy Code, as amended ("Code") and as a result of such proceeding the proceeds of any **Underlying Insurance** cannot legally be paid by the insurer thereof because such proceeds are subject to the automatic stay under the Code; provided that:
 - a. as a condition precedent to the Insurer being liable pursuant to this subparagraph 4, the **Insured Persons** or the **Entity** shall request, or arrange for the insurer of the **Underlying Insurance** to request, relief from the automatic stay with respect to such proceeds, and
 - b. any payment made by the Insurer pursuant to this paragraph 4. is not intended to be a payment in satisfaction of the obligations under the **Underlying Insurance**, but, rather, an advance of funds subject to repayment as provided in i. and ii. below, and that, subject to reinstatement pursuant to (i) and (ii) below, all such payments shall reduce and/or exhaust the limits of liability of this Policy to the same extent as any payment of **Non-Indemnified Loss** by the Insurer to the **Insureds** hereunder. In the event of any such payment:
 - i. the **Insureds** hereby assign to the Insurer all their rights under the **Underlying Insurance** to obtain payment of the amounts of such payments, which assignment shall be the **Insureds**' sole obligation as respects their repayment of such payments; and
 - ii. notwithstanding any subrogation provisions or other provisions of the Policy, any recoveries by the Insurer pursuant to (i) above shall be the sole property of the Insurer, but an amount equal to the amount of such recoveries, shall reinstate, in such amount, as of the date each recovery is received by the Insurer, the limits of liability of this Policy that were eroded or exhausted by such payments.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND ALLOCATION PROVISION ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that Section **VII. DEFENSE AND SETTLEMENT** is amended to add the following new section:

- Allocation of **Non-Indemnified Loss**

The **Insured Persons** agree that there must be an allocation between insured and uninsured loss if (i) a **Claim** made against the **Insured Persons** includes both covered and uncovered matters, or (ii) a **Claim** is made against **Insured Persons** who are extended coverage therefor and others (including the **Insured Persons**) who are not extended coverage therefor. The **Insured Persons** and the Insurer shall exert their best efforts to agree upon a fair and proper allocation between insured and uninsured loss based upon the relative legal and financial exposures of the parties to such matters, and the relative benefits obtained by the parties to any settlement of such matters.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



SERVICE OF SUIT ENDORSEMENT

In consideration of the premium paid for this Policy, it is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer at the request of the **Insured Persons**, will submit to the jurisdiction of any court of competent jurisdiction. Nothing herein constitutes or should be understood to constitute a waiver of the Insurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to The United States District Court, or to seek a transfer of an action to another court as permitted by law.

It is further agreed that service of process in such suit may be made upon General Counsel, Columbia Casualty Company, 333 S. Wabash Ave., Chicago, IL 60604, and that in any suit instituted against such person upon this Policy, the Insurer will abide by the final decision of such court or any appellate court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Insurer in any such suit and, upon the request of the **Insured Persons**, to give a written undertaking to the **Insured Persons** that he will enter a general appearance upon the Insurer's behalf in the event such suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner, Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured Persons** or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a copy thereof.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



SPECIFIC ENTITY EXCLUSION

In consideration of the premium paid for this Policy, it is agreed that the following is added to Section V. **EXCLUSIONS:**

- by or on behalf of, or for the benefit of _____, or by any security holder of the **Company**, whether directly or derivatively, if such **Claim** is not commenced and maintained totally independent of, and totally without the solicitation, assistance, active participation, or intervention of, _____, the **Company, Subsidiary** or any **Insured Persons**.

All other terms and conditions remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND DEFINITION OF SUBSIDIARY ENDORSEMENT

In consideration of the premium charged for this Policy, it is agreed that Section **II, DEFINITIONS**, the definition of **Subsidiary**, is amended to include the following:

Subsidiary shall also mean the below-listed entity(ies) as of the applicable effective date:

Name of Entity

Effective Date

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Amendment of Declarations Endorsement

In consideration of the premium charged, the Declarations Page is amended:

Item {#} _____ of the Declarations is deleted in its entirety and replaced as follows:

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



Specified Entities Exclusion

In consideration of the premium charged, Section V, EXCLUSIONS, is amended to add the following new exclusions:

- based upon or arising out of or in any way involving the following entities:

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



AMENDMENT OF DEFINITION OF ENTITY TO INCLUDE SPECIFIED OTHERS

In consideration of the premium charged, Section II, DEFINITIONS, the definition of **Entity** is amended to include the following:

Entity also includes the following organizations:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Amendment of Definition of Insured Person to Exclude Specified Others

In consideration of the premium charged, Section II, DEFINITIONS, the definition of **Insured Person** is amended as follows:

Insured Person does not include the following individuals:

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



AMENDMENT TO SECTION I, PART A, PARAGRAPH 2., INSURING AGREEMENT

In consideration of the premium charged, Section I., INSURING AGREEMENT, Part A. Paragraph 2. is deleted in its entirety and replaced with the following:

2. any insurer of the **Underlying Insurance**:
- (a) refuses to indemnify the **Insured Persons** as required under the terms of the **Underlying Insurance**; or
 - (b) is financially unable to indemnify the **Insureds**; or
 - (c) provides to any **Insured Person** or **Entity** written notification of rescission or files a complaint or other proceeding seeking to rescind such Underlying Insurance;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Amendment to Definition of Insured Person to Include Specified Others

In consideration of the premium charged, Section II, DEFINITIONS, the definition of **Insured Person** is amended to include the following:

Insured Person also includes the following individuals:

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



BLANKET FOR PROFIT OUTSIDE ENTITY ENDORSEMENT

In consideration of the premium paid for this Policy, Section II, DEFINITIONS is amended to delete the definition of **For-Profit Outside Entity** and replace it as follows:

For-Profit Outside Entity means any organization, other than the **Company** and any **Subsidiary**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



FULL PRIOR ACTS EXCLUSION ENDORSEMENT

In consideration of the premium charged, Section V, EXCLUSIONS is amended to add the following new exclusion:

- Based upon, arising out of, or in any way involving any **Wrongful Act** that occurred before_____.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



INDEPENDENT DIRECTORS ENDORSEMENT

In consideration of the premium paid, it is understood and agreed that Section II, DEFINITIONS is amended to delete the definition of **Insured Person** and replace it with the following:

Insured Person means **Independent Director**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



Pollution Exclusion

In consideration of the premium charged, it is agreed as follows:

1. Section II, DEFINITIONS is amended to add a new definition as follows:

Pollutants means any substance exhibiting hazardous characteristics as is or may be defined or identified on any list of hazardous substances issued by the United States Environmental Protection Agency or any state, local or foreign counterpart. **Pollutants** also means, without limitation, any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), as well as any air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos, or asbestos products or any noise.

2. Section V, EXCLUSIONS, is amended to add the following new exclusion:

- based upon, arising out of, or in any way involving:
 - a. any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to, **Pollutants**;
 - b. any request, direction or order that the **Entity** or any **Insured Person** test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of **Pollutants** or nuclear reaction, radiation or contamination, or any voluntary decision to do so;
 - c. or any actual or alleged property damage, or bodily injury, sickness, disease or death of any person, or financial loss to the **Company**, any **Subsidiary** or any **Outside Entity**, their security holders, or their creditors resulting from any of the aforementioned matters.

Provided, however, this exclusion shall not apply to the extent such **Claim** (i) is an individual, class or derivative action, and (ii) is brought by or on behalf of any owners of securities in their capacity as such while acting totally independently of and totally without the solicitation, assistance, participation or intervention of the **Company**, any **Subsidiary** or any **Insured Persons**.

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



Professional Services Exclusion Endorsement

In consideration of the premium charged, it is agreed as follows:

Section V, **EXCLUSIONS**, is amended to add the following new exclusion:

- based upon, arising out of, or in any way involving any act, error, omission, misstatement, misleading statement or breach of duty in connection with the rendering of, or actual or alleged failure to render, any professional services for others by any person or entity otherwise entitled to coverage under this policy.

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



Run Off Endorsement

In consideration of an additional premium of \$«EndField1», it is agreed as follows:

1. On the date of any **Takeover** of the **Company**, this Policy shall be extended for a period of «EndField2» years immediately following the date of such **Takeover**.
2. Section III., **EXTENDED REPORTING PERIOD** is deleted in its entirety.
3. The additional premium set forth above shall be deemed fully earned at the date of **Takeover**.
4. **Section IX. CANCELLATION** is deleted in its entirety and replaced with the following:

Neither the Insurer nor the **Entity** or **Insured Persons** may cancel this Policy.

All other provisions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



Scheduled For Profit Outside Entities

In consideration of the premium paid for this Policy, it is agreed that the **For-Profit Outside Entity** means only the organizations listed below:

Entity Name

«EndField1»

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



Specified Claim Exclusion

In consideration of the premium charged, Section V, **EXCLUSIONS**, is amended to add the following new exclusions:

- by or on behalf of _____

All other provisions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required issued with the Policy or if it is effective on the Policy Effective Date)



SPECIFIC EVENT EXCLUSION

In consideration of the premium paid for this Policy, it is agreed that:

1. Section **V. EXCLUSIONS** is amended to add the following new exclusions:

The Insurer shall not be liable to pay any **Non-Indemnified Loss** under this Policy in connection with any **Claim** against an **Insured Person**:

- based upon, arising out of or in any way involving notices, events, investigation or actions in connection with **Events**;
- based upon, arising out of or in any way involving the prosecution, adjudication, settlement, disposition, resolution or defense of:
 1. any **Event(s)**; or
 2. any **Claim(s)** arising from any **Event(s)**;
- based upon arising out of or in any way involving any **Wrongful Act**, underlying facts, circumstances, act or omissions in any way relating to any **Event(s)**;
- based upon, arising out of or in any way involving any restatement, retraction, amendment or revision of, in part or in whole, any written or oral statement made regarding the assets, revenues, sales or financial condition of the **Entity**, resulting from, arising out of, based upon or attributable to any **Event** or the resolution of said **Events**; and
- based upon, arising out of, or in any way involving any fact, circumstance, act or omission which is the same as, similar or related to or a repetition of any **Wrongful Act** alleged in any **Event(s)**, regardless of whether or not such **Claim** involved the same or different **Insureds**, the same or different legal causes of action or the same or different claimants, or is brought in the same or different venue or resolved in the same or different forum.

2. Section **II. DEFINITIONS** is amended to add the following new definition:

Event means _____

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
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MARKET TIMING, LATE TRADING AND EXCESSIVE FEES EXCLUSION
(including failure to disclose fee discounts)

In consideration of the premium paid for this Policy, it is agreed that the following exclusions are added to the Policy and are applicable to all Insuring Agreements and included Coverage Parts of the Policy:

The Insurer shall not be liable to pay any **Non-Indemnified Loss**, other than **Defense Costs**, under this Policy in connection with any **Claim** against an **Insured Person**:

- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged excessive, undisclosed or unwarranted fees, charges, payments, expenses or commissions of any kind, or any actual or alleged failure to disclose or apply fee discounts when available.
- based upon, directly or indirectly arising out of, or in any way involving any actual or alleged:
 - a. late trading of the shares of any investment company or any variable annuity; or
 - b. market timing of shares of any investment company or any variable annuity; or
 - c. nondisclosure or misleading or otherwise inadequate disclosure, in a registered statement, of any late trading or market timing of investment company or variable annuity shares.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



SPECIFIC LITIGATION EXCLUSION

In consideration of the premium paid, it is agreed that Section **V. EXCLUSIONS**, is amended by the addition of the following new Exclusion:

- based upon, directly or indirectly arising out of, or in any way involving:
_____ or any fact, circumstance, situation, transaction or event underlying, alleged in or related to such lawsuit.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**SUPPLEMENTARY PAYMENTS ENDORSEMENT
INVESTIGATIVE COSTS FOR SHAREHOLDER DERIVATIVE DEMANDS**

In consideration of the premium paid for this Policy, it is hereby understood and agreed that the Policy is amended as follows:

1. The following new Section is added:

SUPPLEMENTARY PAYMENTS

The Insurer shall reimburse the **Insured Person**, subject to the aggregate Limit of Liability, up to \$_____, for **Investigative Costs** which any **Insured Person** becomes legally obligated to pay pursuant to a **Shareholder Derivative Demand** during the **Policy Period**. This supplementary payment is part of and not in addition to the Limit of Liability stated in Item 6 of the Declarations.

2. Section **II. DEFINITIONS**, is amended to add the following new Definitions:

Investigative Costs means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of **Insured Persons** in connection with the **Insured Person's** investigation or evaluation of any **Shareholder Derivative Demand**.

Shareholder Derivative Demand means any written demand, by one or more shareholders of the **Insured Entity** upon the boards of directors of the **Company** to bring a civil proceeding in a court of law against any **Insured Person** for a **Wrongful Act**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMEND EXTENDED REPORTING PERIOD
(VARIOUS OPTIONS)

In consideration of the premium paid for this Policy, it is agreed that Section **III. EXTENDED REPORTING PERIOD**, the first paragraph and the paragraph numbered 1. are each deleted in its entirety and replaced with the following:

As used herein, "**Extended Reporting Period**" means the period of time set forth below after the end of the **Policy Period** for **Claims** made against **Insured Persons** during the **Extended Reporting Period** by reason of a **Wrongful Act** that happened prior to the earlier of the end of the **Policy Period** or the effective date of any **Takeover**, if the **Claim** is otherwise covered by this Policy. It is understood and agreed that the **Extended Reporting Period**, if purchased, shall not be construed to be a new policy. Any **Claim** made during such period shall otherwise be governed by this Policy.

1. If the Insurer or the **Entity** non-renew this Policy, the **Entity**, on behalf of the **Insured Persons**, or an **Insured Person**, on behalf of all **Insured Persons**, shall have the right to purchase, upon payment of an additional premium determined as set forth below, an **Extended Reporting Period**.

EXTENDED REPORTING PERIOD OPTIONS

ADDITIONAL PREMIUM (% of Annual Premium)

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**AMEND CANCELLATION
(INSURER'S RATING DOWNGRADE)**

In consideration of the premium paid for this Policy, it is agreed that Section **IX. CANCELLATION** is amended to add the following new paragraph:

The **Company** shall have the right to cancel this Policy in the event the financial strength rating of the Insurer, as established by Standard & Poor's, is downgraded below A-. The **Company** shall provide the Insurer with written notice stating when thereafter such cancellation shall be effective. If the **Company** terminates for this reason, the Insurer shall refund the unearned premium computed pro rata and premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



**AMEND ALTERNATIVE DISPUTE RESOLUTION
FOR CANADIAN INSURED
(For Use with Form GSL2401)**

In consideration of the premium paid, it is hereby understood and agreed that solely with respect to **Insured Persons** who are residents of Canada, Section XXIII. ALTERNATIVE DISPUTE RESOLUTION PROCESS is deleted in its entirety and replaced as follows:

All disputes or differences which may arise under or in connection with this policy, whether arising before or after termination of this policy, including any determination of the amount of **Non-Indemnified Loss**, shall be submitted to the alternative dispute resolution ("**ADR**") process set forth in this Section.

Either the Insurer or an **Insured Person** may elect the type of **ADR** process discussed below; provided, however, that such **Insured Person** shall have the right to reject the Insurer's choice of the type of **ADR** process at any time prior to its commencement, in which case such **Insured Person's** choice of **ADR** process shall control.

The Insurer and each and every **Insured Person** agrees that there shall be two choices of **ADR** process:

1. non-binding mediation administered by the American Arbitration Association, in which the Insurer and any such **Insured Person** shall try in good faith to settle the dispute by mediation under or in accordance with its then-prevailing Commercial Mediation Rules; or
2. arbitration conducted under and in accordance with the Ontario Arbitration Act, 1991 S.O. 1991, c. 17. The arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. The arbitrators shall also give due consideration to the general principles of the law of the province where the **Entity** is incorporated or formed in the construction or interpretation of the provisions of this policy. The decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators' award shall not include attorney's fees or other costs. Each party shall share equally the expenses of the **ADR** process.

Either choice of **ADR** process may be commenced in the province indicated in the Declarations as the mailing address for the **Entity**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



ADD PRIOR AND PENDING DATE EXCLUSION

In consideration of the premium paid for this Policy, it is understood and agreed that Section **V. EXCLUSIONS**, is amended to add the following new Exclusion:

The Insurer shall not be liable to pay that part of **Non-Indemnified Loss** under this Policy in connection with any **Claim** against an **Insured Person** based upon, arising out of, in any way involving or constituting:

- a. any written demand, arbitration, civil or criminal proceeding pending against, or any order, decree or judgment entered for or against any **Insured Person**; or
- b. any administrative or regulatory proceeding or investigation of which any **Insured Person** had notice, as of _____, or any fact, circumstance, situation, transaction or event underlying or alleged in such demand, proceeding, investigation or arbitration;

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



EXTENSION OF POLICY PERIOD

In consideration of the additional premium of «EndField1», it is agreed that the **Policy Period** set forth in the Declarations is deleted and replaced by the following:

Policy Period: «EndField2» to «EndField3»

12:01 a.m. local time at the address stated in the Declarations Page.

This extension of the **Policy Period** shall not increase the Insurer's maximum aggregate Limit of Liability for **Loss** under the Policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



INDIVIDUAL SOLUTIONS

Application for Directors & Officers
Liability Insurance

NOTICE:

THIS IS A CLAIMS-MADE POLICY AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR REPORTED WITHIN ANY EXTENDED REPORTING PERIOD PROVIDED BY THE POLICY. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST AN INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT THAT, THE EXTENDED REPORTING PERIOD APPLIES. DEFENSE COSTS REDUCE THE LIMIT OF LIABILITY. THE INSURER DOES NOT ASSUME ANY DUTY TO DEFEND UNDER THIS POLICY. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

1. a. The Applicant to be named in Item 1 of the Declarations:

- b. Street Address (no P.O. Box): _____

City: _____

State: _____

Zip Code: _____

Telephone: () - -

Facsimile: () - -

Web Address: _____

- c. Officer designated to receive correspondence and notices from the Company (the Insurer):

Name

Title

- d. Background Information:

- (i) Date business established: _____

- (ii) Nature of service(s) or product(s) provided (please use a separate attachment).

- (iii) Is the Applicant or any Subsidiary currently a general partner in any limited or general partnership?

Yes ☐ No ☐

If "Yes" please attach details.

2. Whether or not such discussions have been publicly disclosed, is the Applicant or any Subsidiary or any individual proposed for coverage currently involved in discussions with any other party concerning any actual or potential:

- a. Merger, acquisition or tender offer?

Yes ☐ No ☐

- b. Public offering of securities (whether or not such securities are required to be registered under the Securities Act of 1933)?

Yes ☐ No ☐

- c. Reorganization or material change in any arrangement with lenders, bondholders, financiers or other significant creditors?

Yes ☐ No ☐

- d. Restatement of audited financial statements?

Yes ☐ No ☐

If Yes to any question above, please attach details.

3. During the past twelve (12) months, has the Applicant or any Subsidiary:

- a. Been in breach of any of its debt covenants or agreements?

Yes ☐ No ☐

- b. Been the subject of any inquiries or investigations by the SEC or any other regulatory agency?

Yes ☐ No ☐

- c. Failed to meet corporate governance standards as defined by the exchange on which such security is listed?

Yes ☐ No ☐

- d. Failed to meet corporate governance standards as defined by the provisions of Sarbanes-Oxley?

Yes ☐ No ☐



INDIVIDUAL SOLUTIONS

Application for Directors & Officers Liability Insurance

- e. Established any special committees of its Board of Directors? Yes ☐ No ☐

If Yes to any question above, please attach details.

4. a. During the past 12 months has the Applicant or any Subsidiary replaced its outside auditors? Yes ☐ No ☐
b. Does the Applicant or any Subsidiary currently anticipate replacing its outside auditors? Yes ☐ No ☐

If Yes to any question above, please attach details.

5. Provide the following information with respect to the Directors' and Officers' Liability insurance coverage currently maintained by the Applicant and any Subsidiary, if applicable.

Insurer	Limits	Retention	Premium	Policy Period
Primary Insurer				
First Excess Insurer				
Second Excess Insurer				

Total limits (primary and excess); _____

If additional excess layers, please use a separate attachment.

6. During the past five (5) years, has similar insurance as listed in 5 above, been cancelled or non-renewed? Yes ☐ No ☐
a. If Yes, please attach details including reason for, and date of, cancellation or non-renewal.
b. Will the extended reporting period be exercised? Yes ☐ No ☐

7. Has any claim(s) made under any policy been given to any Insurer with regard to the coverage listed in 5 above? Yes ☐ No ☐

If Yes, please attach details, including the following information:

- Date of claim (month/day/year)*
- Name(s) of claimant(s)*
- Names of the directors and officers involved in the claim*
- Description of the "wrongful acts" actually or allegedly committed by the directors and officers*
- Total amount of damages or other relief sought by claimants*
- Name of insurer to whom claim was reported and the date it was reported*
- Amount of damages and defense costs paid by the Applicant and/or directors and officers or on the directors' and officers' behalf*
- Current status of the claim (if still pending, include most recent developments)*

8. Are any of the individuals to be insured responsible for or have any knowledge of any specific acts or facts, circumstances or situations which they would have reason to suppose might result in a future claim? Yes ☐ No ☐

If "Yes" explain (attach additional sheets, if necessary):

It is agreed by all that if any of the individuals to be insured is responsible or has knowledge of any specific acts or facts, circumstances or situations which they have reason to suppose might result in a future claim, whether or not described above, any claim subsequently emanating therefrom is excluded from coverage under this proposed insurance as to (i) the insured persons, and (ii) the applicant and any subsidiaries. The responsibility or knowledge of any individual shall not be imputed to any other individual for the purposes of determining availability of coverage.



INDIVIDUAL SOLUTIONS

Application for Directors & Officers Liability Insurance

9. Has the Applicant or any Subsidiary or any individual proposed for coverage given written notice under the provisions of any prior or current Directors' and Officers' liability policy or specific facts or circumstances which might give rise to a claim being made against any insured? Yes ☐ No ☐

If Yes, please attach details.

10. During the past five (5) years, has the Applicant or any Subsidiary or any Individual proposed for coverage been involved in:
- a. Any anti-trust, copyright, patent or trademark litigation? Yes ☐ No ☐
- b. Any civil or criminal action or administrative proceeding, or formal or informal investigation charging a violation of any federal or state law or regulation? Yes ☐ No ☐
- c. Any representative actions, class actions or derivative suits? Yes ☐ No ☐
- d. Any other material litigation or criminal proceeding? Yes ☐ No ☐

If Yes to any questions above, please attach details.

For the Applicant and all subsidiaries, please attach:

- The most recent CPA letter to management on internal controls together with management's response
- A list of all subsidiaries proposed for coverage, including nature of business, owner, percent owned by each owner, and the date created or acquired
- The current indemnification provisions of the charter and bylaws

WARRANTY

Applicant hereby declares, after inquiry, that the information contained herein and in any supplemental applications or forms required hereby, are true, accurate and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the CNA Company to whom this Application is made ("the Company") as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

- 1) Completion of this application and any supplemental applications or forms does not bind the Company to issue the policy;
- 2) If a policy is issued, the Company will have relied upon, as representations, this application, any supplemental applications and any other statements furnished to the Company in conjunction with this application;
- 3) All supplemental applications, statements and other materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part thereof;
- 4) This application will be the basis of the contract and will be incorporated by references into and made a part of such policy;
- 5) If a policy is issued, the limit of liability contained in the policy shall be reduced and may be completely exhausted by the payment of damages and claims expenses. In such event the Company shall not be liable for damages or claims expenses to the extent that such cost or amount exceeds the limit of liability of this policy;
- 6) If a policy is issued, claims expenses which are incurred shall be applied against the deductible or retention amount as provided in the policy;
- 7) Applicant's failure to report to its current insurance company any claim made against it during the current policy term, or act, omission or circumstances which the Applicant is aware of that may give rise to a claim before expiration of the current policy, may create a lack of coverage.



INDIVIDUAL SOLUTIONS

*Application for Directors & Officers
Liability Insurance*

Applicant hereby authorizes the release of claim information to the Company from any current or prior insurer of the Applicant or any Subsidiary or Predecessor Firm listed in this application. Application must be signed by the Chairman, CEO or President, and by the CFO.

Signature of Applicant

Chairman, CEO or President: _____

Printed Name: _____

Title: _____ Date: _____

Signature of Applicant CFO: _____

Printed Name: _____

Title: _____ Date: _____

Insurance Agent Signature: _____ Date: _____

FRAUD NOTICE – WHERE APPLICABLE UNDER THE LAW OF YOUR STATE

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For Pennsylvania Residents only: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven year and payment of a fine of up to \$15,000.) (For Tennessee Residents only: Penalties include imprisonment, fines and denial of insurance benefits.)



INDIVIDUAL SOLUTIONS

*Renewal Application for Directors & Officers
Liability Insurance*

NOTICE:

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State: _____

Zip Code: _____

Telephone: () - -

Facsimile: () - -

Web Address: _____

- c. Officer designated to receive correspondence and notices from the Company (the Insurer):

Name

Title

- d. Background Information:

- (i) Date business established: _____

- (ii) Nature of service(s) or product(s) provided (*please use a separate attachment*).

- (iii) Is the Applicant or any Subsidiary currently a general partner in any limited or general partnership?

Yes ☐ No ☐

If "Yes" please attach details.

2. Whether or not such discussions have been publicly disclosed, is the Applicant or any Subsidiary or any individual proposed for coverage currently involved in discussions with any other party concerning any actual or potential:

- a. Merger, acquisition or tender offer?

Yes ☐ No ☐

- b. Public offering of securities (whether or not such securities are required to be registered under the Securities Act of 1933)?

Yes ☐ No ☐

- c. Reorganization or material change in any arrangement with lenders, bondholders, financiers or other significant creditors?

Yes ☐ No ☐

- d. Restatement of audited financial statements?

Yes ☐ No ☐

If Yes to any question above, please attach details.

3. During the past twelve (12) months, has the Applicant or any Subsidiary:

- a. Been in breach of any of its debt covenants or agreements?

Yes ☐ No ☐

- b. Been the subject of any inquiries or investigations by the SEC or any other regulatory agency?

Yes ☐ No ☐

- c. Failed to meet corporate governance standards as defined by the exchange on which such security is listed?

Yes ☐ No ☐

- d. Failed to meet corporate governance standards as defined by the provisions of Sarbanes-Oxley?

Yes ☐ No ☐



INDIVIDUAL SOLUTIONS

Renewal Application for Directors & Officers Liability Insurance

- e. Established any special committees of its Board of Directors? Yes ☐ No ☐

If Yes to any question above, please attach details.

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b. Does the Applicant or any Subsidiary currently anticipate replacing its outside auditors? Yes ☐ No ☐

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Insurer	Limits	Retention	Premium	Policy Period
Primary Insurer				
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Total limits (primary and excess); _____

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a. If Yes, please attach details including reason for, and date of, cancellation or non-renewal.
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If Yes, please attach details, including the following information:

- Date of claim (month/day/year)*
- Name(s) of claimant(s)*
- Names of the directors and officers involved in the claim*
- Description of the "wrongful acts" actually or allegedly committed by the directors and officers*
- Total amount of damages or other relief sought by claimants*
- Name of insurer to whom claim was reported and the date it was reported*
- Amount of damages and defense costs paid by the Applicant and/or directors and officers or on the directors' and officers' behalf*
- Current status of the claim (if still pending, include most recent developments)*

8. Has the Applicant or any Subsidiary or any individual proposed for coverage given written notice under the provisions of any prior or current Directors' and Officers' liability policy or specific facts or circumstances which might give rise to a claim being made against any insured? Yes ☐ No ☐

If Yes, please attach details.



INDIVIDUAL SOLUTIONS

Renewal Application for Directors & Officers Liability Insurance

9. During the past five (5) years, has the Applicant or any Subsidiary or any Individual proposed for coverage been involved in:
- | | | |
|---|------------------------------|-----------------------------|
| a. Any anti-trust, copyright, patent or trademark litigation? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b. Any civil or criminal action or administrative proceeding, or formal or informal investigation charging a violation of any federal or state law or regulation? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c. Any representative actions, class actions or derivative suits? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d. Any other material litigation or criminal proceeding? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If Yes to any questions above, please attach details.

For the Applicant and all subsidiaries, please attach:

- The most recent CPA letter to management on internal controls together with management's response
- A list of all subsidiaries proposed for coverage, including nature of business, owner, percent owned by each owner, and the date created or acquired
- The current indemnification provisions of the charter and bylaws

WARRANTY

Applicant hereby declares, after inquiry, that the information contained herein and in any supplemental applications or forms required hereby, are true, accurate and complete, and that no material facts have been suppressed or misstated. Applicant acknowledges a continuing obligation to report to the CNA Company to whom this Application is made ("the Company") as soon as practicable any material changes in all such information, after signing the application and prior to issuance of the policy, and acknowledges that the Company shall have the right to withdraw or modify any outstanding quotations and/or authorization or agreement to bind the insurance based upon such changes.

Further, Applicant understands and acknowledges that:

- 1) Completion of this application and any supplemental applications or forms does not bind the Company to issue the policy;
- 2) If a policy is issued, the Company will have relied upon, as representations, this application, any supplemental applications and any other statements furnished to the Company in conjunction with this application;
- 3) All supplemental applications, statements and other materials furnished to the Company in conjunction with this application are hereby incorporated by reference into this application and made a part thereof;
- 4) This application will be the basis of the contract and will be incorporated by references into and made a part of such policy;
- 5) If a policy is issued, the limit of liability contained in the policy shall be reduced and may be completely exhausted by the payment of damages and claims expenses. In such event the Company shall not be liable for damages or claims expenses to the extent that such cost or amount exceeds the limit of liability of this policy;
- 6) If a policy is issued, claims expenses which are incurred shall be applied against the deductible or retention amount as provided in the policy;
- 7) Applicant's failure to report to its current insurance company any claim made against it during the current policy term, or act, omission or circumstances which the Applicant is aware of that may give rise to a claim before expiration of the current policy, may create a lack of coverage.



INDIVIDUAL SOLUTIONS

Renewal Application for Directors & Officers Liability Insurance

Applicant hereby authorizes the release of claim information to the Company from any current or prior insurer of the Applicant or any Subsidiary or Predecessor Firm listed in this application. Application must be signed by the Chairman, CEO or President, and by the CFO.

Signature of Applicant
Chairman, CEO or President: _____

Printed Name: _____

Title: _____ Date: _____

Signature of Applicant CFO: _____

Printed Name: _____

Title: _____ Date: _____

Insurance Agent Signature: _____ Date: _____

FRAUD NOTICE – WHERE APPLICABLE UNDER THE LAW OF YOUR STATE

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES (for New York residents only: and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.) (For Pennsylvania Residents only: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven year and payment of a fine of up to \$15,000.) (For Tennessee Residents only: Penalties include imprisonment, fines and denial of insurance benefits.)



CANCELLATION/NON-RENEWAL ENDORSEMENT-ARKANSAS

Wherever used in this endorsement: 1) Insurer means “we”, “us”, “our” or the “Company” as those terms are defined in the policy; and 2) Named Insured means the first person or entity named on the declarations page; and 3) “Insured(s)” means all persons or entities afforded coverage under the policy.

Any cancellation, non-renewal or termination provision(s) in the policy are deleted in their entirety and replaced with the following:

CANCELLATION AND NON-RENEWAL

A. CANCELLATION

1. The Named Insured may cancel the policy at any time. To do so, the Named Insured must return the policy to the Insurer or any of its authorized representatives, indicating the effective date of cancellation; or provide a written notice to the Insurer, stating when the cancellation is to be effective.
2. If the policy has been in effect for sixty (60) days or less and is not a renewal the Insurer may cancel the policy for any reason by mailing or delivering written notice to the Named Insured, at the last mailing address known to the Insurer, at least:
 - a. ten (10) days before the effective date of cancellation, if the Insurer cancels for nonpayment of premium; or
 - b. twenty (20) days before the effective date of cancellation, if the Insurer cancels for any other reason.
3. If the policy has been in effect for more than sixty (60) days or if it is a renewal the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Fraud or material misrepresentation made by or with the knowledge of the Named Insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
 - c. The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - d. Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy;
 - e. Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the Insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or
 - f. A material violation of a material provision of the policy.

The Insurer will mail or deliver written notice to the Named Insured, at the last mailing address known to the Insurer, at least:

- i. ten (10) days prior to the effective date of cancellation, if the Insurer cancels for the reason set forth in subsection 3.a.; or
- ii. twenty (20) days prior to the effective date of cancellation, if the Insurer cancels for any reason set forth in subsections 3.b. through 3.f.

Loss experience developed during the policy term does not constitute a basis for mid-term cancellation after the policy has been in effect more than sixty (60) days.

4. The notice will state the actual reason for the cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.



6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. NON-RENEWAL

1. Except in the case of nonpayment of premium, the Insurer will renew the policy unless a written notice of non-renewal is mailed to the Named Insured, at the last mailing address known to the Insurer, at least sixty (60) days prior to the expiration date of the policy or, for a policy for a term longer than one (1) year and not having a fixed expiration date, sixty (60) days prior to the anniversary date.
2. The notice of non-renewal will state the actual reason for non-renewal.
3. Proof of mailing will be sufficient proof of notice.

C. CONDITIONAL RENEWAL

1. When the Insurer revises its rates or rules and the revision results in a premium increase equal to or greater than twenty-five percent (25%) on any renewal policy issued for a term of twelve (12) months or less, the Insurer will mail or deliver to the Named Insured's agent not less than sixty (60) days prior to the effective date of renewal, and to the Named Insured not less than thirty (30) days prior to the effective date of renewal, notice specifically stating the Insurer's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).
2. The notice will be mailed or delivered to the Named Insured, at the last mailing address known to the Insurer. The notice will also be mailed or delivered to the Named Insured's agent.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



AMENDATORY ENDORSEMENT - ARKANSAS

1. In consideration of the premium paid, it is agreed that Paragraphs 1 and 2. of Section III. **EXTENDED REPORTING PERIOD** are deleted in their entirety and replaced with the following:

1a. Automatic **Extended Reporting Period**

If the Insurer or the **Entity** non-renew this Policy, the **Entity**, on behalf of the **Insured Persons**, or an **Insured Person**, on behalf of all **Insured Persons**, shall be provided, at no additional charge, an extension of this Policy for a period of sixty (60) days immediately following the end of the **Policy Period**, but only to the extent a **Claim** is first made or deemed to be first made during such period by reason of a **Wrongful Act** that happened prior to the earlier of the end of the **Policy Period** or the effective date of any **Takeover**, if the **Claim** is otherwise covered by this Policy.

This period shall be referred to as the automatic **Extended Reporting Period**.

1b. Optional **Extended Reporting Period**

If the Insurer or the **Entity** non-renew this Policy, the **Entity**, on behalf of the **Insured Persons**, or an **Insured Person**, on behalf of all **Insured Persons**, shall have the right to purchase, upon payment of an additional premium determined as set forth in Item 5b of the Declarations, an extension of this Policy for the period described in Item 5a of the Declarations, but only to the extent a **Claim** is first made or deemed to be first made during such period by reason of a **Wrongful Act** that happened prior to the earlier of the end of the **Policy Period** or the effective date of any **Takeover**, if the **Claim** is otherwise covered by this Policy.

This period shall be referred to as the optional **Extended Reporting Period**.

2. The right to purchase the optional **Extended Reporting Period** shall end unless the Insurer receives written notice and full payment of the premium for such period within sixty (60) days after the end of the **Policy Period**.

2. In consideration of the premium paid, it is agreed that Paragraph 5 of Section VI. **LIMIT OF LIABILITY** is deleted in its entirety replaced with the following:

5. There is no separate or additional Limit of Liability for the automatic **Extended Reporting Period**.

The Limit of Liability for the optional **Extended Reporting Period** will be the Limit of Liability that remains on the effective date of termination of coverage or fifty percent (50%) of the Aggregate Limit of Liability at inception of the last **Policy Period**, whichever is greater.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)



DISCLOSURE STATEMENT - ARKANSAS

I hereby acknowledge and understand that **Defense Costs** are part of **Non-Indemnified Loss** and subject to the Limit of Liability and may reduce and completely exhaust the Limits of Liability. If **Defense Costs** exhaust the Limits of Liability, the Insurer shall have no further obligation for **Defense Costs** or for any judgment or settlement.

Authorized Officer of **Insured Person**

Date

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative _____
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

<i>SERFF Tracking Number:</i>	<i>CNAC-125616690</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Continental Casualty Company</i>	<i>State Tracking Number:</i>	<i>\$50</i>
<i>Company Tracking Number:</i>	<i>08-F2212</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0006 Directors & Officers Liability</i>
<i>Product Name:</i>	<i>Individual Solutions Program</i>		
<i>Project Name/Number:</i>	<i>Individual Solutions Program /08-F2212</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNAC-125616690 State: Arkansas
Filing Company: Continental Casualty Company State Tracking Number: \$50
Company Tracking Number: 08-F2212
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0006 Directors & Officers Liability
Product Name: Individual Solutions Program
Project Name/Number: Individual Solutions Program /08-F2212

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/23/2008

Comments:

Attachments:

AR PC TD.pdf
PC FF all (AR).pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 05/23/2008

Comments:

Attachment:

AR 08-F2212 Ind Sol cover let.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
CNA Insurance Companies	0218

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Continental Casualty Company	IL	20443	36-2114545	

5. Company Tracking Number	08-F2212
-----------------------------------	-----------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Robert Alonzo 40 Wall Street	State Filing Analyst	877-269-3277 x3478	212-440-3478	robert.alonzo@cna.com
New York, NY 10005				

7. Signature of authorized filer	<i>Robert Alonzo</i>
8. Please print name of authorized filer	Robert Alonzo

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Other Liability
10. Sub-Type of Insurance (Sub-TOI)	D&O
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Individual Solutions Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 6/1/2008 Renewal: 6/1/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	

18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	08-F2212
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Continental Casualty Company, we hereby submit for your review and approval our Individual Solutions Program. This program provides Side- A DIC and excess coverage for individual insured persons, subject to the terms and conditions stated therein.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: 0000230786 & 00002300077 Amount: 30.00 & 20.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		08-F2212		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Individual Solutions Policy	GSL-2401 (3-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Individual Solutions Policy Declarations Page	GSL-2402 (3-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Known Wrongful Acts Exclusion	GSL-1200 (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Premium Fully Earned; Policy Non-Cancellable By Insured	GSL-1661 (11-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Initial Public Offering Exclusion Endorsement	GSL-1706 (2-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Definition of Subsidiary—Management Control	GSL-1707 (2-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amend Section VIII. Reporting and Notice of Claim	GSL-1807 (1-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Professional Services Exclusion Endorsement	GSL-1895 (7-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Prior Acts Exclusion For Specified Entity Endorsement	GSL-1897 (7-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Trade and Economic Sanctions	GSL-2028 (8-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amend of Definition of Company to Include Specified Others Endorsement	GSL-3456 (8-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amend Notice of Claim Endorsement	GSL-3480 (9-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Illegal Profits/Deliberate Acts Exclusion	GSL-3508 (9-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amend Cancellation Endorsement	GSL-3585 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amend Notice of Claims Endorsement (General Counsel or Risk Manager)	GSL-3587 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amend Other Insurance and Indemnification Endorsement (Primary to any Personal Umbrella)	GSL-3588 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amend Percentage for Automatic Coverage Endorsement	GSL-3608 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Specified Definitions, Exclusions & Extended Reporting Period Endorsement	GSL-3768 (1-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Prior Notice Exclusion	GSL-3854 (2-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Blanket Outside Entity Endorsement (Specified Insureds)	GSL-3855 (2-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Delete Claims by Entity Exclusion Endorsement	GSL-3859 (2-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amend Definition of Claim Endorsement (Interview or deposition)	GSL-3863 (2-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amend Insuring Agreement Paragraph A.4. Endorsement	GSL-4441 (6-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amend Allocation Provision Endorsement	GSL-4831 (5-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Service of Suit	GSL-5368 (1-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Specified Entity Exclusion	GSL-5393 (2-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amend Definition of Subsidiary Endorsement	GSL-5488 (3-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amendment of Declarations Endorsement	PRO-6519 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Specified Entities Exclusion	PRO-6520 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amendment of Definition of Entity to Include Specified Others	PRO-6521 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Amendment of Definition of Insured Persons to Exclude Specified Others	PRO-6522 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amendment of Section I, Paragraph 2. of Insuring Agreement	PRO-6523 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amendment of Definition of Insured Persons to Include Specified Others	PRO-6524 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Blanket For Profit Outside Entity Endorsement	PRO-6525 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Full Prior Acts Exclusion Endorsement	PRO-6526 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Independent Directors Endorsement	PRO-6527 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Pollution Exclusion Endorsement	PRO-6530 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Professional Services Exclusion Endorsement	PRO-6531 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Run Off Period Endorsement	PRO-6532 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Scheduled For Profit Entities	PRO-6533 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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01	Specified Claim Endorsement	PRO-6534 (5-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Specified Event Exclusion	GSL-8013 (2-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Market Timing, Late Trading and Excessive Fees Exclusion	GSL-8044 (3-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Specific Litigation Exclusion	GSL-8341 (10-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Supplementary Payments Endorsement Investigative Costs For Shareholder Derivative Demands	GSL-8708 (6-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amends Extended Reporting Period Various Options Endorsement	GSL-8709 (6-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amend Cancellation (Insurer's Rating Downgrade)	GSL-8712 (6-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Amend Alternative Dispute Resolution for Canadian Insureds	GSL-8789 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Add Prior and Pending Date Exclusion	GSL-8895 (1-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Extension of Policy Period	PRO-9256G (8-99)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Individual Solutions Policy New Business Application	G-147289-A (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Individual Solutions Policy – Renewal Application	GSL-1000 (11-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Cancellation/Nonrenewal Endorsement – AR	GSL-7541AR (11-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amendatory End – AR	GSL10714AR (3-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Disclosure Statement - AR	GSL10715AR (3-08)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



40 Wall Street – 9th Floor
New York, New York 10005

State Filing Analyst
P & C State Filing Unit
CNA Global Specialty Lines

April 29, 2008

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Internet Robert.alonzo@cna.com

ARKANSAS INSURANCE DEPARTMENT
PROPERTY & CASUALTY DIVISION
1200 W 3RD ST
LITTLE ROCK AR 72201-1904

RE: **CONTINENTAL CASUALTY COMPANY NAIC# 218-20443 FEIN# 36-2114545**
Individual Solutions Program
Forms Filing
OUR FILE NO. : 08-F2212

To Whom It May Concern:

On behalf of Continental Casualty Company, we hereby submit for your review and approval our Individual Solutions Program. This program provides Side- A DIC and excess coverage for individual insured persons, subject to the terms and conditions stated therein.

Enclosed for your review please find:

- the Forms Filing Memorandum which provides a description of all forms included in this filing;
- A copy of the forms for your review and approval;

Please be advised that this program will utilize the approved a-rates filed under the Management Liability Solutions, our filing ID# 07-R2184.

We propose that this filing become applicable to all policies written on or after June 1, 2008, or the earliest date permitted by your state.

Very truly yours,

Robert Alonzo

Robert Alonzo
State Filing Analyst